

TUPELO CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 1, 2016
6:00 P.M.

INVOCATION: COUNCILMAN MIKE BRYAN
PLEDGE OF ALLEGIANCE: COUNCILMAN BUDDY PALMER

CALL TO ORDER: PRESIDENT BUDDY PALMER

CONFIRMATION OR AMENDMENT
OF AGENDA AND AGENDA ORDER

4. PROCLAMATIONS, RECOGNITIONS & REPORTS AGENDA

JS 4.1 RECOGNITION OF BOY/GIRL SCOUTS

JS 4.2 RECOGNITION OF CITY EMPLOYEES

4.3 PUBLIC RECOGNITIONS

JS 4.4 MAYOR'S REPORT

(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA.)

5. PUBLIC AGENDA -- (NO ITEMS)

(CLOSE PUBLIC AGENDA AND RETURN TO REGULAR MEETING)

6. ACTION AGENDA

BL 6.1 REVIEW/ADOPT ORDINANCE ESTABLISHING
STREET IMPROVEMENT PRIORITIES FOR THE
TUPELO MAJOR THOROUGHFARE PLAN PHASE VI

BL 6.2 REVIEW/APPROVE ORDER CLOSING AND
VACATING A PORTION OF BEECH SPRINGS
ROAD RIGHT-OF-WAY

7. ROUTINE AGENDA

- 7.1 REVIEW/APPROVE MINUTES OF REGULAR COUNCIL MEETING OF TUESDAY, FEBRUARY 16, 2016**
- 7.2 REVIEW/PAY BILLS**
- JS 7.3 REVIEW/APPROVE APPOINTMENTS TO:**

 - A. ACCOUNTABILITY TASK FORCE**
 - B. BANCORPSOUTH ARENA BOARD**
- KH 7.4 REVIEW/APPROVE PROFESSIONAL SERVICES CONTRACTS FOR WEST TUPELO SEWER CDBG:**

 - (A) APPROVE AGREEMENT WITH COOK COGGIN ENGINEERS, INC. AS PROJECT ENGINEER**
 - (B) APPROVE CONTRACT BETWEEN CITY AND THREE RIVERS PLANNING AND DEVELOPMENT DISTRICT, INC.**
- KH 7.5 REVIEW/APPROVE CONSTRUCTION CONTRACT FOR KELLEX ROOFING PROJECT**
- KH 7.6 REVIEW/APPROVE FAIR HOUSING RESOLUTION**
- PF 7.7 REVIEW/APPROVE APPLICATION FOR TAX ABATEMENT**
- AF 7.8 REVIEW/APPROVE BEL AIR GOLF COURSE MANAGEMENT AGREEMENT**
- BA 7.9 REVIEW/APPROVE SOLE SOURCE PURCHASE FOR TUPELO POLICE DEPARTMENT**

- BA 7.10 REVIEW/APPROVE REQUEST TO SURPLUS
ITEM FOR NORTH MISS. NARCOTICS UNIT
AND TRANSFER TO ANOTHER COUNTY
- BA 7.11 REVIEW/APPROVE RESOLUTION OF DECLARATION
OF SURPLUS VEHICLES BY THE NORTH MISS.
NARCOTICS UNIT AND AUTHORIZE DISPOSAL OF
SAME
- BA 7.12 REVIEW/APPROVE REQUEST FOR SPECIAL
POLICE DETAIL – HOME DEPOT
- KH 7.13 REVIEW/APPROVE LISTING OF SURPLUS ITEMS
FOR CITY OF TUPELO
- JS 7.14 REVIEW/ADOPT RESOLUTION REQUESTING THE
THE MISSISSIPPI LEGISLATURE TO AUTHORIZE
ADDITIONAL FUNDING AND EXTEND THE DEAD-
LINE FOR THE MISS. HISTORIC TAX CREDIT

8. STUDY AGENDA

- BL 8.1 REVIEW/DISCUSS DEVELOPMENT AGREEMENT OF
TUPELO CROSSROADS, LLC
- BL 8.2 REVIEW/DISCUSS RESOLUTION CALLING FOR
SPECIAL ELECTION (MAJOR THOROUGHFARE
PROGRAM – PHASE VI)

9. EXECUTIVE SESSION

10. ADJOURNMENT

#6.1

ORDINANCE

AN ORDINANCE ESTABLISHING STREET IMPROVEMENT PRIORITIES FOR THE TUPELO MAJOR THOROUGHFARE PLAN PHASE VI

WHEREAS, the City has received the report and recommendations of the Citizens Lobbying and Oversight Committee (the "Major Thoroughfare Committee") on the Major Thoroughfare Plan and has conducted a public hearing on February 2, 2016, pursuant to public notice, regarding the Major Thoroughfare Plan and the construction and improvement of streets in Tupelo; and

WHEREAS, based on the foregoing, the City of Tupelo finds and determines that the priority of street improvements, to be paid for with the proceeds of the tax levy as provided in a resolution setting an election to authorize the continuation of an additional ten mills of ad valorem taxes for the purpose of street construction and improvement (the "Resolution"), is necessary and in the public interest as established in the Committee's recommendation; and

WHEREAS, the City of Tupelo desires no diversion from the priorities set forth therein unless attended by public notice, process and debate.

NOW, THEREFORE, BE IT ORDAINED by the Tupelo City Council of the City of Tupelo, Mississippi as follows:

SECTION 1: The recommendation of the Major Thoroughfare Committee on the Major Thoroughfare Plan Phase VI priorities, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted in full as part of this ordinance.

Barnes Crossing Road from North Gloster to Cross Creek Drive

Eason Blvd/US 45 Intersection Improvement

West Jackson Street Ext. from Airpark to Coley Road

North Gloster Intersection Improvements at North Green St. and Commonwealth Blvd.

Eason Blvd Widening from Veterans to Briar Ridge Road

North Gloster Widening from Barnes Crossing to Natchez Trace Parkway

Finish South Thomas from Cliff Gookin to new Hwy 6 – Part funded from Phase V and part in Phase 4

Jackson St. widening from Clayton St. to Robins St.

Advanced Traffic Management System (ATMS) – Traffic Signalization and Timing

Maintenance of Major Thoroughfare Program Arterial and Major Collection Roads (See Exhibit “B”)

SECTION 2: Except as otherwise provided herein, the proceeds of the tax levy, as provided in the resolution, shall be expended only on the projects listed in the Phase VI Projects and such projects shall be completed before any proceeds are used for any other street construction or improvement project.

SECTION 3: The enumeration of the projects listed in Section 2 shall not and does not signify or establish any priority among the Phase VI Projects. Said projects may be scheduled, started, rescheduled and completed as directed from time to time to effect the greatest efficiency and cost-saving. Portions or divisions of projects may be pursued as directed.

SECTION 4: Except as otherwise provided in Section 3 hereof, this ordinance, and the priorities for street construction and improvement using funds obtained under the auspices of the Resolution as set out in the Plan, shall not be modified, amended, revoked or superseded until a public hearing is held before the Tupelo City Council, pursuant to notice published in the Northeast Mississippi Daily Journal not less than fifteen (15) days prior to hearing.

SECTION 5: The Department of Finance and the Major Thoroughfare Director and/or their designees, are directed to pursue grants and federal and state funding for the Phase VI Projects and other projects listed in the report and to make regular reports to the Mayor and the Tupelo City Council.

SECTION 6: Maintenance. Major Thoroughfare Citizens Oversight and Lobbying Committee has made the recommendation to the City Council that 2.5 mills of the 10 mills annually received for the Major Thoroughfare Phase VI Program be used by the City to maintain Major Thoroughfare roads identified as Arterial or Major Collector and as listed on Exhibit "B".

SECTION 7: Administration of Funds. It shall be the responsibility of the City financial officer to administer the funds and monies generated and expended under the Major Thoroughfare Program and Ordinance. Management of these funds shall be carried out in accordance with state law. It shall be the further responsibility of the financial officer to invest all unexpended and undesignated tax proceeds under the program from year to year or as otherwise practicable under the construction schedule at the highest legal rate of savings or investment interest allowed by state law. Notwithstanding any existing local ordinances, agreements or resolutions to the contrary, monies under this program may be invested in any designated depository institution as allowed by state statute. Savings or investment accounts will be selected on a bid basis, and the financial officer has the option of investing in United State Treasury Bonds if bids offered fail to guarantee an equal or greater rate of return than United State Treasury Bonds.

SECTION 8: Encroachments of Right-of-Way: The right-of-way necessary for the construction of the streets included in this ordinance and as specified in other sections of the Major Thoroughfare Program shall not be encroached upon. No buildings or other permanent

structures may be built on this right-of-way. In the event a building permit application is filed for a building to be built on this right-of-way, the City shall commence negotiations with the property owners for acquisition of the right-of-way. In the event negotiations fail, condemnation procedures shall be initiated. Setback of new or expanded buildings, as regulated by the Tupelo zoning ordinance, shall be measured from the right-of-way specified in this program.

SECTION 9: This ordinance shall be in full force and effect on the 30th day after passage. The City Clerk is directed to publish this ordinance in the Northeast Mississippi Daily Journal.

SECTION 10: This ordinance and the priorities established herein shall continue in full force and effect until September 30, 2021 until all Phase VI Projects are substantially completed, or until all proceeds obtained under the auspices of the Resolution are expended, whichever first occurs.

After a full discussion of this matter, Council Member _____ moved that the foregoing Resolution be adopted and said motion was seconded by Council Member _____ and upon the question being put to a vote, the results were as follows:

Councilmember M. Whittington voted	_____
Councilmember L. Bryan voted	_____
Councilmember Beard voted	_____
Councilmember Davis voted	_____
Councilmember Palmer voted	_____
Councilmember M. Bryan voted	_____
Councilmember Jennings voted	_____

The motion having received the affirmative vote of a majority of the members present, the President declared the motion carried and the resolution adopted.

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

By: _____
BUDDY PALMER, City Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

2016 PRIORITIES FOR MAJOR THOROUGHFARE PROGRAM

EXHIBIT “A”

Barnes Crossing Road from North Gloster to Cross Creek Drive

Eason Blvd/US 45 Intersection Improvement

West Jackson Street Ext. from Airpark to Coley Road

North Gloster Intersection Improvements at North Green St. and Commonwealth Blvd.

Eason Blvd Widening from Veterans to Briar Ridge Road

North Gloster Widening from Barnes Crossing to Natchez Trace Parkway

Finish South Thomas from Cliff Gookin to new Hwy 6 – Part funded from Phase V and part in Phase 4

Jackson St. widening from Clayton St. to Robins St.

Advanced Traffic Management System (ATMS) – Traffic Signalization and Timing

Maintenance of Major Thoroughfare Program Arterial and Major Collector Roads

(See Exhibit “B”)

2016 STREETS FOR MAJOR THOROUGHFARE PROGRAM

EXHIBIT "B"

ARTERIAL ROADS

<u>STREET NAME</u>	<u>LOCATION</u>
Barnes Crossing Road	North Gloster to Tom Watson
Cliff Gookin Blvd	All
East Main St.	R/R to Elizabeth St.
East Main St.	Elizabeth St. to city limits
Eason Blvd.	South Gloster to South Veterans
Eason Blvd.	South Veterans to Briar Ridge
Eason Blvd.	Briar Ridge to East Main
Eason Blvd.	Briar Ridge to Hwy 78 bridge
North Coley Road	McCullough to 78 bridge
South Coley Road	All
North Gloster	All
South Gloster	All
West Main St.	Front St. to Green St.
West Main St.	Green St. to Crosstown
West Main St.	Crosstown to Coley Road
West Main St.	Coley Road west to city limits

MAJOR COLLECTOR ROADS

<u>STREET NAME</u>	<u>LOCATION</u>
Barnes Crossing Road	East from Tom Watson to city limits
Beech Springs Road	All
Chesteville Road	All
East Jackson St.	All
Elizabeth St.	All
Endville Road	McCullough to Walsh Road
Endville Road	Walsh Road to city limits
Lawndale Drive	West Main to Ida St.
Lawndale Drive	Ida St. to Ruffwood
Lawndale Drive	Ruffwood to Cliff Gookin
Lumpkin Ave.	West Main to West Jackson

2016 STREETS FOR MAJOR THOROUGHFARE PROGRAM (CONT.)

EXHIBIT "B"

MAJOR COLLECTOR, (con't)

<u>STREET NAME</u>	<u>LOCATION</u>
Lumpkin Ave.	West Jackson north to R/R
Monument St.	All
Mt. Vernon Road	McCullough to 78 bridge
Mt. Vernon Road	78 bridge to Northern Loop
North Front St.	All
North Green St.	West Main to East Jackson
North Green St.	East Jackson to North Gloster
North Industrial Road	All
South President Ave. East	Cliff Gookin to South Green St.
South Thomas St.	West Main to Cliff Gookin
South Thomas St.	Cliff Gookin to Mitchell Road
South Thomas St. Ext.	Mitchell Road to the North end of Hwy 6 bridge
West Jackson St.	North Gloster to R/R tracks
West Jackson St.	R/R tracks to Lumpkin
West Jackson St.	Lumpkin to North Thomas
West Jackson St.	North Thomas to Coley
West Jackson St. Ext.	Coley to Purnell
North Veterans	Main to city limits (Skip MDOT)
South Veterans	Main to Eason

#6.2

**AN ORDER CLOSING AND VACATING A PORTION OF
BEECH SPRINGS ROAD RIGHT OF WAY**

WHEREAS, the City of Tupelo ("CITY") is authorized under Section 21-37-7 of the Mississippi Code Annotated (1972), to close and vacate any street, alley or portion thereof; and

WHEREAS, a request has been received to close and vacate a portion of the right-of-way of Beech Springs Road lying South of West Barnes Crossing Road, as reflected in Exhibit "A".

WHEREAS, the City Council has considered the request with the advice of various City departments and does find that the portion of the Elliott Street right-of-way, less and except its easements to maintain underground utilities, and as defined herein, is not needed for municipal purposes and the closing and vacating of in the interest of public safety.

NOW, THEREFORE, IT IS ORDERED by the City Council of the City of Tupelo, Mississippi, that said portion of the Beech Springs Road right-of-way, less and except its easements to maintain underground utilities, and as defined herein and reflected on Exhibit "A" attached hereto, be closed and vacated. It is further ordered that the Mayor and City Clerk are hereby authorized and directed to execute on behalf of the City of Tupelo such quitclaim deeds as are necessary to convey the closed and vacated street to the adjoining property owners only upon prior or simultaneous written waiver of compensation by the adjoining landowners.

The foregoing order was proposed in a motion by Councilmember _____, seconded by Councilmember _____, and was brought to a vote as follows:

- | | |
|------------------------------------|-------|
| Councilmember M. Whittington voted | _____ |
| Councilmember L. Bryan voted | _____ |
| Councilmember Beard voted | _____ |
| Councilmember Davis voted | _____ |
| Councilmember Palmer voted | _____ |

Councilmember M. Bryan voted _____
Councilmember Jennings voted _____

Whereupon, the Order having received a majority of affirmative votes, the President of
the Council declared that the Order had passed and adopted on this the _____ day of
_____, 2016

CITY OF TUPELO, MISSISSIPPI

BUDDY PALMER, City Council President

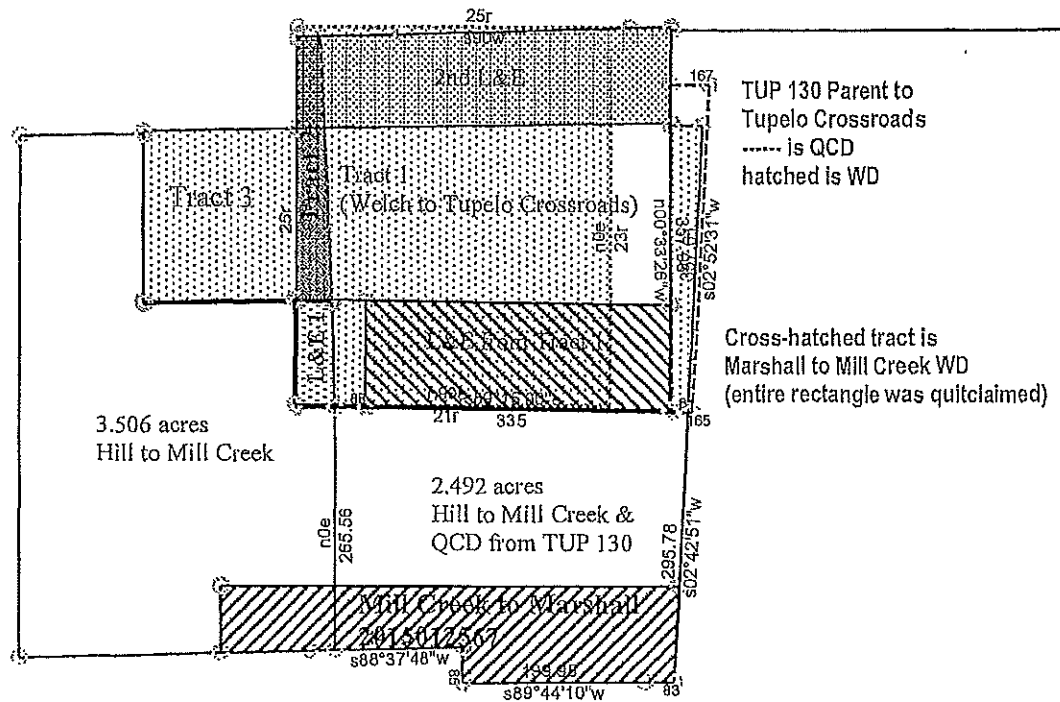
ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE



Mill Creek & Tupelo Crossroads (Hill, Welch & TUP 130 conveyances)

Scale: 1 inch= 200 feet

File: Mill Creek & Tupelo Crossroads - all tracts.ndp

Tract 1: 3.4342 Acres (149593 Sq. Feet), Closure: n63.2606e 73.79 ft. (1/21), Perimeter=1551 ft.
 Tract 2: 0.8882 Acres (38689 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=901 ft.
 Tract 3: 0.2155 Acres (9387 Sq. Feet), Closure: s36.0527e 0.01 ft. (1/88239), Perimeter=638 ft.
 Tract 4: 0.7199 Acres (31360 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=709 ft.
 Tract 5: 0.1101 Acres (4797 Sq. Feet), Closure: s44.0949e 0.01 ft. (1/22897), Perimeter=315 ft.
 Tract 6: 0.9686 Acres (42192 Sq. Feet), Closure: n32.1032e 0.01 ft. (1/159421), Perimeter=1029 ft.
 Tract 7: 0.9686 Acres (42192 Sq. Feet), Closure: n32.1032e 0.01 ft. (1/159421), Perimeter=1029 ft.
 Tract 8: 0.9686 Acres (42192 Sq. Feet), Closure: n32.1032e 0.01 ft. (1/159421), Perimeter=1029 ft.
 Tract 9: 0.1101 Acres (4797 Sq. Feet), Closure: s44.0949e 0.01 ft. (1/22897), Perimeter=315 ft.
 Tract 10: 2.4916 Acres (108534 Sq. Feet), Closure: s89.2752w 0.14 ft. (1/9555), Perimeter=1362 ft.
 Tract 11: 3.5059 Acres (152718 Sq. Feet), Closure: n87.5521e 0.10 ft. (1/17589), Perimeter=1830 ft.
 Tract 12: 0.1101 Acres (4797 Sq. Feet), Closure: s44.0949e 0.01 ft. (1/22897), Perimeter=315 ft.
 Tract 13: 1.0011 Acres (43607 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/419625), Perimeter=1225 ft.
 Tract 14: 0.8882 Acres (38689 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=901 ft.
 Tract 15: 1.1003 Acres (47928 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=1061 ft.
 Tract 16: 0.1863 Acres (8115 Sq. Feet), Closure: n00.0047e 1.16 ft. (1/583), Perimeter=674 ft.
 Tract 17: 0.2608 Acres (11362 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/999999), Perimeter=778 ft.
 Tract 18: 17.4587 Acres, Closure: s30.4317e 2582.69 ft. (1/2), Perimeter=5738 ft.

7.1

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
FEBRUARY 16, 2016

Be it remembered that the regular meeting of the Tupelo City Council was held in Council Chambers at the City Hall Building on Tuesday, February 16, 2016, at 6:00 p.m. with the following in attendance: Council Members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan and Willie Jennings; City Attorney Ben Logan; and Glenda Muse, Clerk of the Council.

The invocation was led by Councilman Travis Beard, followed by the Pledge of Allegiance led by Councilman Lynn Bryan.

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Palmer called the regular meeting to order at 6:00 p.m.

IN THE MATTER OF CONFIRMATION OR
AMENDMENT OF AGENDA AND AGENDA ORDER

Upon a motion by Councilman L. Bryan and a second by Councilman Whittington, the council voted unanimously to confirm the agenda and agenda order, as amended:

MOVE: #7.8 Demolition of Property Located at 854 N. Gloster St.
 For Consideration after Study Agenda

4. PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

Mayor Shelton introduced Boy Scouts J. T. Grist and Jimmy Grist who are working on their Community Service badges. They are members of Boy Scout Troop #85.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

Mayor Shelton presented Certificates of Appreciation to the following City of Tupelo employees for their dedicated service to the citizens of the community:

Judy Swords	BancorpSouth Arena	10 years
Martha Swinney	BancorpSouth Arena	10 years
Lt. Timothy Bell	Tupelo Police Department	20 years

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IN THE MATTER OF PUBLIC RECOGNITIONS

The following public recognitions were made by City Council members:

... Councilwoman Davis – Announced that Chris Gillard, a graduate of Tupelo High School, had recently been named Director of the Mississippi Highway Patrol. She stated he was a native of Tupelo and felt this to be a great honor to have been selected.

... Councilwoman Davis – Ms. Davis had attended an excellent program at Tupelo High School in commemorating “Black History Month” during February. She said the program was well received and well attended by both students and citizens. She expressed her thanks to Tupelo High School for this presentation.

... Councilman Beard – Councilman Beard announced that at the Friday night Tupelo High School basketball game, Mr. Russell Copeland, former football player at Tupelo High, was recognized. As a result of Super Bowl “50” being played this year, every high school who had a student athlete who had played in a Super Bowl received a gold football in honor of the 50th Super Bowl. Russell was responsible for Tupelo High School having been presented one of these mementoes.

IN THE MATTER OF PROCLAMATION IN RECOGNITION OF “SALVATION ARMY EMPTY BOWLS DAY”

Since 1990 when an art teacher in Michigan helped students solve a problem to support a food drive, a project emerged which has become an event held throughout the world as “Salvation Army Empty Bowls Day”. Millions of dollars have been raised to combat hunger. This event shares the goals of The U. S. Committee of the World Food Day to build public will and increase awareness in the fight against hunger. The proclamation read and presented by Mayor Shelton proclaims Wednesday, March 2, 2016, as “Salvation Army Empty Bowls Day” in the City of Tupelo and urges all citizens to attend this important event. Several members of the Salvation Army Auxiliary were on hand to accept the Proclamation from Mayor Shelton and presented him with an apron so he can assist with serving on that date.

IN THE MATTER OF MAYOR’S REPORT

Mayor Shelton stated that he, too, had attended the Black History Program at Tupelo High School together with Councilwoman Nettie Davis this week.

The remainder of his remarks centered on the robust economy the city is enjoying at present with over \$200 million in new construction over the last couple of years. He, also, stated we are on the cusp of a residential boon as well as many millions of dollars

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going into commercial endeavors. The sales tax receipts for the month of February set a record as the largest single month of sales tax collection in the history of the City of Tupelo. Seven consecutive months of sales tax increases puts the city on track to break last year's record number. Receipts are up 2.76% through the first five months of FY 2016. He gave Kim Hanna, Chief Financial Officer, credit for the great financial shape the city finds itself. Since the present City Council and Administration took office and adopted the excess revenue transfer policy, 5.6 million dollars has been transferred to the city's capital fund. The creation of the State's first municipal reserve system allows the city to protect the "rainy day" fund while continuing to meet the needs of Tupelo. He commended the City Council for their action in creating this reserve system with no increase in taxes and leaving the "rainy day" fund untouched.

(President Palmer then closed the regular meeting and opened the Public Agenda.)

5. PUBLIC AGENDA

5.1 PUBLIC HEARINGS

**5.1.A PUBLIC HEARING ON PRIORITIES FOR
PHASE VI – TUPELO MAJOR THOROUGHFARE
PROGRAM**

(NO ONE APPEARED TO ADDRESS THIS ISSUE.)

**5.1.B PUBLIC HEARING ON DEMOLITION OF
PROPERTY LOCATED AT 1155 WEST
JACKSON STREET**

(A REPRESENTATIVE OF WELLS FARGO APPEARED
AND SPOKE TO THE COUNCIL REGARDING THIS
MATTER. THE ISSUE APPEARS LATER ON THIS
AGENDA FOR THE COUNCIL'S CONSIDERATION.)

5.2 CITIZEN'S HEARING

**5.2.A SUNTANNA FLEMMINGS – LIFE SAVER
EMPOWERMENT GROUP**

(MS. FLEMMINGS APPEARED BEFORE THE COUNCIL
TO ADVISE THAT THIS GROUP HAS SCHEDULED A
"STOP THE VIOLENCE" PARADE IN FAIRPARK IN
MAY.)

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(President Palmer then closed the Public Agenda and the City Council returned to regular session.

6. ACTION AGENDA

(NO ITEMS)

7. ROUTINE AGENDA

IN THE MATTER OF REVIEW/APPROVE MINUTES OF REGULAR CITY COUNCIL MEETING

Upon a motion by Councilman Beard, seconded by Councilman Jennings, the council voted unanimously to approve the minutes of the regular City Council meeting of Tuesday, February 2, 2016.

IN THE MATTER OF REVIEW/PAY BILLS

Upon a motion by Councilman Whittington, seconded by Councilman L. Bryan, the council voted unanimously to approve payment of the following checks, bills having been reviewed at 4:30 p.m. by Councilmen Whittington, L. Bryan and Beard:

Check Nos. 322848 through 323234 (Pool Cash Fund)
Electronic transfers as shown on the face of the docket.
Invoices as shown on the face of the docket.
Requests made by AFLAC to reimburse employees under Flex-One
Plan as shown on the face of the docket.

IN THE MATTER OF REVIEW/APPROVE FY 2016 BUDGET REVISION #3

Upon a motion by Councilman L. Bryan, seconded by Councilman M. Bryan, the council voted unanimously to approve FY 2016 Budget Revision #3, a copy being attached hereto as **APPENDIX A.**

IN THE MATTER OF REVIEW/APPROVE RESOLUTIONS FOR WEST TUPELO CDBG SEWER PROJECT

Upon a motion by Councilman M. Bryan and a second by Councilman Beard, the council voted unanimously to approve the following document in connection with the West Tupelo CDBG Sewer Project:

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STATE OF MISSISSIPPI
FEBRUARY 16, 2016

(A) CODE OF STANDARDS OF CONDUCT FOR LOCAL UNITS OF GOVERNMENT

A copy is attached to these minutes and made a part hereof as **APPENDIX B.**

Upon a motion by Councilwoman Davis, seconded by Councilman Whittington, the council voted unanimously to approve the following document in connection with the West Tupelo CDBG Sewer Project:

(B) RESOLUTION ESTABLISHING GOALS FOR MINORITY-AND WOMEN-OWNED BUSINESS PARTICIPATION IN CDBG PROJECTS

A copy of this resolution is attached hereto and incorporated into these minutes as **APPENDIX C.**

Terri Blissard, Grant Administrator, advised the Mayor and City Council by memorandum dated February 11, 2016, that the City Council has passed similar resolutions at the initiation of previous CDBG projects, and the above resolutions are simply updated versions of those documents, which must be approved prior to the release of CDBG funds.

IN THE MATTER OF REVIEW/APPROVE DEMOLITION OF PROPERTY LOCATED AT 1155 WEST JACKSON STREET

Councilman L. Bryan moved to approve a request for demolition of certain property located at 1155 West Jackson Street which had been submitted by the Department of Development Services as being in such a state of uncleanness and disrepair as to be a menace and hazard to public health, safety and welfare of the community. By this action the Tupelo Public Works Department is authorized to demolish the structure and invoice the owner and place a lien on the property if the owner does not pay for the demolition. The motion was seconded by Councilman M. Bryan.

By memorandum dated January 22, 2016, Debra Byrd, Code Enforcement Manager, had advised that due diligence has been done in this case. A Public Hearing had been held earlier in this meeting with a representative of Wells Fargo appearing to address the matter. A copy of Public Hearing Notice and the entire case file is attached to these minutes and incorporated herein as **APPENDIX D.**

Vote on the motion to approve demolition of this property was unanimous.

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IN THE MATTER OF REVIEW/AWARD/REJECT BID FOR WEST JACKSON STREET DEVELOPMENT AREA 1 PROJECT

After receipt and opening of bids on the West Jackson Street Redevelopment Area 1, Cook Coggin Engineers, Inc. checked and tabulated the bids. The low base bid was submitted by Eubank Construction Co., Inc. of Booneville, Mississippi, in the amount of \$334,464.00. The bid for Additive Alternate 1 was \$13,250.00. The bid for Additive Alternate 2 was \$10,000.00. CCE recommended that the base bid with Additive Alternates 1 & 2 be awarded as set out above.

Upon a motion by Councilman M. Bryan, seconded by Councilwoman Davis, the council voted unanimously to award the base bid as well as Additive Alternates 1 & 2 for the West Jackson Street Development Area 1 Project to Eubank Construction Co., Inc., as recommended by CCE.

A copy of the bid package is attached hereto as **APPENDIX E.**

IN THE MATTER OF REVIEW/ACCEPT MINUTES OF TUPELO MAJOR THOROUGHFARE PROGRAM MEETING

Upon a motion by Councilman L. Bryan, seconded by Councilman Beard, the council voted unanimously to accept the minutes of the Tupelo Major Thoroughfare Program meeting of January 2, 2016, a copy being attached hereto as **APPENDIX F.**

IN THE MATTER OF REVIEW/APPROVE INCREASE IN FEE TO RECONNECT SERVICE AFTER REGULAR HOURS BY TUPELO WATER AND LIGHT DEPARTMENT

Johnny Timmons, Manager of the Tupelo Water and Light Department, had submitted a letter to the Mayor and City Council asking approval for the Tupelo Water and Light Department to increase its fee to reconnect service after regular hours from \$40.00 to \$75.00. This increase is necessary due to labor and equipment costs. After approval, this fee change will take effect on March 17, 2016.

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously to approve the request to raise this fee from \$40.00 to \$75.00 for after-hours service.

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FEBRUARY 16, 2016

IN THE MATTER OF REVIEW/AWARD/REJECT BIDS FOR TUPELO WATER AND LIGHT DEPARTMENT

Upon a motion by Councilman M. Bryan, seconded by Councilman Whittington, the council voted unanimously to award the following bid for the Tupelo Water and Light Department as recommended by Johnny Timmons, Manager:

Bid No. 1398WL – Water System Improvements – Area 5(A) West Tupelo (Main Street to Hwy. 78) to the low qualified bid submitted by AMG Construction, Inc. in the amount of \$1,615,824.67. This bid was, also, recommended by Cook Coggin Engineers.

Upon a motion by Councilman Whittington, seconded by Councilman M. Bryan, the council voted unanimously to award the following bid for the Tupelo Water and Light Department as recommended by Johnny Timmons, Manager:

Bid No. 1399WL – Water System Improvements – Area 5(B) Purnell Road Elevated Water Storage Tank to the low qualified bid submitted by Caldwell Tanks, Inc. in the amount of \$1,192,000. This bid was, also, recommended by Cook Coggin Engineers.

A copy of the bid packages for above awarded bids is attached to these minutes and made a part hereof as **APPENDIX G.**

IN THE MATTER OF REVIEW/APPROVE TRANSFER OF TUPELO WATER AND LIGHT BILLS TO BAD DEBT FILE

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously to approve the write-off of a listing of Tupelo Water and Light Collections accounts to the bad debt file. The total amount of bad debt is \$44,580.08, representing a percentage of loss of .00120% for the period of July 2014 through December 2014. Efforts will continue to be made to collect these accounts even though they have been transferred.

IN THE MATTER OF REVIEW/AWARD/REJECT BID FOR TUPELO PUBLIC WORKS DEPARTMENT

Upon a motion by Councilman Beard, seconded by Councilwoman Davis, the council voted unanimously to award the following bid as recommended by the Tupelo Public Works Department:

Bid 1408PW Supplier of Hot Bituminous Pavement Surface Mix and Binder Mix

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
FEBRUARY 16, 2016

Recommendation: APAC-Mississippi (The only bidder responding to request for bids.)

A copy of the bid package is attached to these minutes as **APPENDIX H.**

8. STUDY AGENDA

IN THE MATTER OF REVIEW/DISCUSS REQUEST FOR PERMISSION TO REPLACE SIGN IN RIGHT-OF-WAY

Upon a motion by Councilman M. Bryan, seconded by Councilman L. Bryan, the council voted unanimously to suspend the rules and take action on this item at this meeting.

Pat Falkner, City Planner, had advised the Mayor and City Council by memorandum dated February 4, 2016, that Nail McKinney Professional Association had applied for a permit to replace their existing sign. Staff members of the Development Services Department determined that the sign location is actually in the right-of-way of Main Street, the right-of-way at this point being 100 feet wide. The proposed location would be consistent with the location of other signs on the same block. The replacement of the sign does not appear to involve any visibility problem or otherwise affect public health and safety, according to Mr. Falkner.

Upon a motion by Councilman Beard, seconded by Councilman M. Bryan, the council voted unanimously to grant the request of this company to replace the sign in the city's right-of-way.

IN THE MATTER OF REVIEW/ADOPT ORDINANCE ESTABLISHING PRIORITIES FOR PHASE VI – TUPELO MAJOR THOROUGHFARE PROGRAM

At the request of the council, this item will be moved to the next agenda.

IN THE MATTER OF REVIEW/DISCUSS ABANDONMENT OF BEECH SPRINGS ROAD AT TUPELO CROSSROADS DEVELOPMENT

At the request of the council, this item will be moved to the next agenda.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
FEBRUARY 16, 2016

ITEM #7.8 – ROUTINE AGENDA

This item had been moved to this point on the agenda at confirmation or amendment of agenda.

**IN THE MATTER OF REVIEW/APPROVE DEMOLITION OF PROPERTY
LOCATED AT 854 NORTH GLOSTER STREET**

This item had been tabled at the January 5, January 19, and February 2, 2016 council meetings.

Upon a motion by Councilman L. Bryan, seconded by Councilman Jennings, the council voted unanimously to close the regular meeting to determine the need for an executive session.

Upon a motion by Councilman L. Bryan, seconded by Councilman M. Bryan, the council voted unanimously to go into executive session upon advice of City Attorney Ben Logan, citing Miss. Code Sec. 25-41-7(4)(b) that the issuance of an appealable order when in open meeting would have a detrimental effect on the litigating position of the City.

Upon a motion by Councilman Jennings, seconded by Councilwoman Davis, the council voted unanimously to come of executive session and return to the regularly-scheduled meeting.

Councilman Whittington moved to bring the item off the table; the motion was seconded by Councilman L. Bryan and unanimously approved by a vote of the council.

Councilman L. Bryan moved to approve demolition of the property located at 854 North Gloster Street, and the motion was seconded by Councilman M. Bryan.

Councilman L. Bryan then offered an amendment to his original motion that the property be adjudicated as a menace to the public health, safety and welfare of the community, with the adjudication becoming effective no later than forty-five (45) days or upon approval by the Small Business Association (SBA) of the sale of the property, whichever occurs first and allowing current lienholder (Coamerica) or new owner to demolish the property no later than ninety (90) days from today's date (February 16, 2016), and conditioned upon reimbursement by the lienholder or new owner to the City of Tupelo of any costs incurred in preparing the property for demolition. This amendment to the original motion was seconded by Councilman M. Bryan, and a discussion followed.

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
FEBRUARY 16, 2016

Councilwoman Davis stated this property had become a menace to adjacent property owners and said she would like to see it demolished as soon as possible. She said it was not only a health issue but was providing some undesirable trafficking through the property and on over into the surrounding neighborhoods.

In support of debate on finding this property a menace to public health, safety and welfare in the community, Development Services Director Shane Hooper listed a number of factors, as follows:

- (1) All photographs, notes, files or other documents are maintained by the Development Services Department.
- (2) All reports, photographs or documents were presented to the City Council on January 5, January 19, February 2 and February 16, 2016.
- (3) The building is over 50% destroyed.
- (4) Unsightly negative image to the neighborhood
- (5) Access to top floors has not been secured.
- (6) Deleterious effect on adjacent and adjoining landowners
- (7) Exposed interior of rooms during late winter and early spring will lead to the breeding of vectors, mold and other pathogens
- (8) Although boarded and secured, the entry onto the premises can still be achieved with some effort by individuals, including children.
- (9) Handrails have been removed on the upper level causing a serious safety hazard.

Vote was then taken on the amended motion, which vote was unanimous.

IN THE MATTER OF ADJOURNMENT

There being no further business to come before the City Council, upon a motion by Councilman Jennings, seconded by Councilman Whittington, the council voted unanimously to adjourn the regular meeting at 7:00 p.m.

ATTEST:

CLERK OF THE COUNCIL

PRESIDENT

APPROVED:

MAYOR

1.3

City of Tupelo

Memo

To: City Council
From: Mayor Shelton
Date: February 26, 2016
Re: Appointment to Accountability Task Force

It is my recommendation that Margaret Collins be appointed to the Accountability Task Force for Ward 1. Please consider this recommendation.

Thank you,

Juan L. Shelton

MARGARET COLLINS

PO BOX 41 Belden, MS 38826 | me48collins@gmail.com | 662.610.8765

SKILLS | Upon graduation, I gained a knowledge for all things media related – from video and photography to editing and interviewing. I am also much acquainted with many digital media and marketing strategies. I am proficient in software such as Adobe Creative Cloud, Microsoft Office, SPSS surveying software, all major social media platforms, DSLR photography, and MAC/PC operating systems.

As an employee at my first career based job, I have gained more experience in six months of being employed than I ever imagined. I have obtained a knowledge of basic skills like office management and book-keeping, to more extensive abilities like digital and print marketing strategies and commission based sales techniques. I am familiar with Salesforce software, Mail Chimp, HTML website coding, and creating and maintaining client relations. While being employed, I have created a thorough protocol that is now integrated throughout the entire office. This protocol establishes how an introduction becomes a lead, a lead becomes an opportunity, and an opportunity becomes an account, thus closing a deal with success in the end.

EXPERIENCE | **DIRECTOR OF MARKETING BUSINESS LOAN & LEASING, INC.**
JUNE 2015 - PRESENT

I have established sales and marketing protocols that were once non-existent. My strategies have helped the company close over \$11 million in commercial loans.

DIRECTOR OF MARKETING VILLAGE REALTY, INC.
JANUARY 2016 - PRESENT

The president of Business Loan & Leasing, Inc. opened Village Realty as a sister company and I now handle all print and digital marketing interactions. I am also in the process of obtaining my real estate license.

EDUCATION | **THE UNIVERSITY OF MISSISSIPPI, OXFORD, MS**
BROADCAST JOURNALISM / POLITICAL SCIENCE

I received a double major in Broadcast Journalism and Political Science and completed both degrees in four years.

TUPELO CHRISTIAN PREPARATORY SCHOOL, BELDEN, MS
KINDERGARTEN – 12TH GRADE

Graduated with honors, magna cum laude.

INVOLVEMENT | **Big Brothers Big Sisters – Tupelo, MS**

National Association of Professional Women

Spring Initiative – Clarksdale, MS

Public Relations Association of Mississippi

St. Jude Children's Research Hospital – Memphis, TN

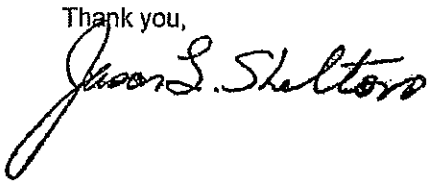
City of Tupelo

Memo

To: City Council
From: Mayor Shelton
Date: February 26, 2016
Re: Appointment to BancorpSouth Arena Board

It is my recommendation that Yvette Crump be appointed to the BancorpSouth Arena Board. Please consider this recommendation.

Thank you,

A handwritten signature in black ink, reading "Jason L. Shelton". The signature is written in a cursive style with a large, looping initial "J".

7.4
(A) & (B)

Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton

From: Terri Blissard

Date: February 23, 2016

Re: Approval of Professional Services Contracts for West Tupelo Sewer CDBG

Please find attached for your approval two contracts for professional services related to the West Tupelo sewer CDBG project.

A. Engineering Contract

Cook Coggin Engineers, Inc., was approved by the council at the February 2, 2016, council meeting as project engineer for the West Tupelo sewer CDBG. The attached contract is presented as a follow-up to the February council action.

As a reminder, this project involves sections of the recently-annexed area around the Chesterville ballfield. The area is not currently served by City sewer, and this CDBG project will remedy that.

B. Administration Contract

CDBG projects are managed by local planning and development districts – in our case, Three Rivers -- for a standard fee dictated by MDA guidelines. The fee comes from grant funds only, not match funds, and is passed through the City to Three Rivers in accordance with the attached agreement.

Thank you for your consideration of these two documents, and please let me know if you have any questions about them.

(A)

AGREEMENT FOR ENGINEERING SERVICES

This agreement, made by and between the **City of Tupelo**, located in **Lee County Mississippi**, hereinafter referred to as the Owner, and **Cook Coggin Engineers, Inc.**, a Mississippi Corporation hereinafter referred to as the Engineers, on _____, 2016.

The Owner intends to construct **Area 5C Sewer Additions**, CDBG Project No. **1132-15-366-PF-01**, and has employed the Engineers, who agree to perform the various professional engineering services required for the design and construction of the Community Development Block Grant funded project, as stated herein;

WITNESSETH:

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - ENGINEERING SERVICES

That the Engineers shall furnish Engineering Services as follows:

1. The Engineers will attend conferences with the Owner and other interested parties.
2. The Engineers will perform the necessary design investigations, accomplish the design of the project, and prepare the construction plans and specifications and contract documents. Design investigations will be limited to those required to perform the design and to prepare the plans and specifications.
3. The Engineers will make a cost estimate based on the construction plans and specifications. However, the Engineers do not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by them.
4. Prior to advertisement for bids, the Engineers will provide the necessary copies of plans, specifications, and contract documents for the Owner and the appropriate Federal, State, and local agencies from whom approval of the project must be obtained.
5. The Engineers will furnish additional copies of the plans, specifications and contract documents as required by prospective bidders, material suppliers, and other interested parties, but will charge for such copies. Upon award of each contract, the Engineers will furnish contract documents to the Owner for execution.
6. The Engineers will attend the bid opening and tabulate the bid proposals and make an analysis of the bids for the Owner's use in awarding the contracts for construction.
7. The Engineers will provide general construction overview of the work of the Contractor as construction progresses. Overview shall consist of visual observation of materials, equipment, or construction work for the purpose of ascertaining the work is in substantial conformance with the contract documents and with the design intent. Such overview

shall not be relied upon by others as acceptance of the work, nor shall it be construed to relieve the Contractor in any way from his obligations and responsibilities under the construction contract. Specifically, but without limitation, overview by the Engineers shall not require the Engineers to assume responsibility for the means and methods of construction, nor for safety on the jobsite.

8. The Engineers will review necessary shop and working drawings furnished by the Contractor.
9. The Engineers will provide reference points to be used by the Contractor in staking the construction.
10. The Engineers will review the Contractor's monthly and final payments requests.
11. The Engineers will prepare a summary change order for construction contracts that include unit priced items.
12. The Engineers will make final review of the completed construction and provide a written record of such to the Owner.
13. The Engineers will provide the Owner with one set of record drawings. Such drawings will be based upon information provided by the Contractor.
14. The Engineers further agree to obtain and maintain at Engineer's expense, such insurance as will protect them and the Owner from claims under the Workman's Compensation Act with respect only to Engineers' employees.

SECTION B - OWNER OBLIGATIONS

That Owner agrees to perform certain duties as follows:

1. The Owner shall provide access to and make all provisions for the Engineers to enter upon public and private lands as required for the Engineers to perform such work as surveys and inspections in the development of the Project; and the Owner will indemnify the Engineers from any claims of trespass with respect thereto.
2. The Owner shall provide property surveys, property plat and legal descriptions.
3. The Owner shall negotiate for land rights and easements as necessary.
4. The Owner shall arrange for field and laboratory testing for quality control such as density and materials tests as necessary.

SECTION C - COMPENSATION FOR ENGINEERING SERVICES

That the Owner shall compensate the Engineers for Engineering Services the sum of **fifty-eight thousand one hundred three dollars and no/100 (\$58,103.00)**.

1. A sum which equals sixty percent (60%) of the total compensation shall be paid after completion and submission of the construction plans, specifications, cost estimate, and contract documents to the Owner.
2. A sum equal to ten percent (10%) of the total compensation shall be paid immediately after the construction contracts are awarded.
3. A sum equal to thirty percent (30%) of the total compensation shall be paid on a periodic basis during the construction period on percentage ratios identical to those approved by the Engineers as a basis upon which to make partial payments to the Contractor.

SECTION D - ADDITIONAL ENGINEERING SERVICES

That if authorized in writing by Owner, the Engineers shall furnish or obtain from others, Additional Services of the following types. These services will be paid for by the Owner as indicated in Section E hereof. The Engineers will render to the Owner an itemized bill for such services separate from any other billing the same to be due and payable by the Owner to the Engineers on or before the 10th day of the month following submission of statement.

1. Preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.
2. Services resulting from significant changes in general scope of the project or its design including, but not limited to, changes in size, complexity, the Owner's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the Engineers' control.
3. Engineering services in connection with change orders to reflect modifications in the ongoing project.
4. Services during construction due to acceleration of the work schedule involving services beyond normal working hours.
5. Services to observe construction work activities after expiration of the original construction contract performance period.

6. Preparation of operating and maintenance manuals; extensive assistance in the use of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance.
7. Preparing to serve or serving as a consultant or witness for the Owner in any litigation, arbitration, public hearing or other legal or administrative proceeding involving the Project.
8. Field and laboratory testing for quality control such as density and materials' tests, etc.
9. Provision of property surveys, plats, descriptions of needed land and easement rights with maps, plans or estimates related thereto; assistance in negotiating for land and easement rights.
10. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

SECTION E - SCHEDULE OF CHARGES FOR ADDITIONAL
ENGINEERING SERVICES FEE SCHEDULE

2016 PER DIEM RATES

<u>Classification</u>	<u>Rate</u>	<u>Charge</u>
Principal Engineer	\$ 152.00	per hour
Sr. Professional Engineer	\$ 134.00	per hour
Professional Engineer	\$ 111.00	per hour
Engineer Intern	\$ 90.00	per hour
Engineer	\$ 85.00	per hour
Professional Land Surveyor	\$ 94.00	per hour
Professional Geologist	\$ 102.00	per hour
Geologist Assistant	\$ 60.00	per hour
Senior Civil Engineer Technician	\$ 76.00	per hour
Civil Engineer Technician	\$ 60.00	per hour
Sr. Designer	\$ 90.00	per hour
Designer	\$ 70.00	per hour
CADD (Operator)	\$ 57.00	per hour
Sr. Construction Administrator	\$ 78.00	per hour
Construction Administrator	\$ 65.00	per hour
Sr. Engineer's Representative	\$ 62.00	per hour
Engineer's Representative	\$ 55.00	per hour
Contract Administrator	\$ 57.00	per hour
Clerical	\$ 52.00	per hour
GIS Specialist	\$ 82.00	per hour
GPS/GIS Technician	\$ 57.00	per hour
Sr. Lab Technician	\$ 59.00	per hour
Field Technician	\$ 59.00	per hour
Lab Technician	\$ 46.00	per hour
Survey Crew Chief	\$ 56.00	per hour
Survey Crew Member	\$ 40.00	per hour
Strategic Client Representative	\$ 90.00	per hour
Boring Rig	\$ 129.00	per hour
Tank Climbing	\$ 134.00	per each
Passenger Vehicle Mileage	\$ 0.5750	per mile
Boring Rig Mileage	\$ 2.00	per mile

Actual cost of special test and services of special consultants plus 15%

Rates are subjected to adjustment annually.

2016 MATERIAL TESTING SERVICES FEE SCHEDULE

<u>Description</u>	<u>Unit Price</u>	<u>Unit</u>
<u>Soils/Aggregate Testing:</u>		
Laboratory Proctors	\$ 225.00	Each
Graduations (+10 Material)	\$ 61.00	Each
(-10 Material)	\$ 65.00	Each
Liquid/Plastic Limits	\$ 47.00	Each
Atterburg Limits (includes shrinkage limit)	\$ 67.00	Each
Nuclear Gauge Density Tests*	\$ 15.00	Each
Permeability	\$ 665.00	Each
<u>Concrete Testing:</u>		
Concrete Testing* (Includes air content, slump, temperature and making concrete cylinders)		
Cylinder Compression Test	\$ 34.00	Each
Cylinder Compression Test with Tracking	\$ 36.00	Each
Beam Flexural Test	\$ 32.00	Each
<u>Asphalt Testing:</u>		
Lab Testing (Includes asphalt content, percent moisture, extraction & gradation, percent air voids & VMA)	\$ 366.00	Each
Field Testing:		
Nuclear Gauge Density Tests*	\$ 15.00	Each
Density and Thickness of Cores*	\$ 26.00	Each
<u>Travel:</u>		
Mileage - Passenger Vehicle	\$ 0.575	Per Mile
Boring Rig	\$ 2.00	Per Mile
<u>Equipment Time:</u>		
Boring Rig**	\$ 129.00	Per Hour
Asphalt Coring Rig**	\$ 65.00	Per Hour

2016 Material Testing Services Fee Schedule (Continued)

Technician Time:

Professional Geologist	\$ 102.00	Per Hour
Geologist Assistant	\$ 60.00	Per Hour
Sr. Lab Technician	\$ 59.00	Per Hour
Lab Technician	\$ 46.00	Per Hour
Field Technician	\$ 59.00	Per Hour

* Additional charges for Personnel Time and Travel apply.

** 4-hour Minimum plus Personnel Time and Travel apply.

Tests conducted and reported per applicable ASTM or AASHTO standards.

Rates are subject to adjustment annually.

2016 REIMBURSABLE EXPENSE SCHEDULE

Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8" x 11" Copies/Impressions (B&W)	\$ 0.25 /page
8" x 11" Copies/Impressions (Color)	\$ 1.00/page
11" x 17" Copies/Impressions (B&W)	\$ 0.50/page
11" x 17" Copies/Impressions (Color)	\$ 2.00/page
Larger Format Drawings (B&W)	\$ 0.75/sq. ft.
Larger Format Drawings (Color)	\$ 3.00/sq. ft.

Air Transportation	at cost
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Meals and Lodging	at cost
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Rates indicated do not include any applicable personnel related expenses.

Reimbursable Expenses are subject to review and adjustment annually.

SECTION F - TERMINATION, ASSIGNMENT & SPECIAL PROVISIONS

The Owner and the Engineers further agree to the following conditions:

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Engineers respectively and their partners, successors, assigns and legal representatives. Neither the Owner nor the Engineers shall have the right to assign, transfer or sublet his interest of obligations hereunder without written consent of the other party. In the use of pronouns throughout this agreements where appropriate, the singular shall include the plural, the plural the singular.

The standard of care for all professional engineering and related services performed or furnished by the Engineers under this Agreement will be the care and skill ordinarily used by professional engineers practicing under similar circumstances at the same time and in the same locality. The Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with the services provided.

The completed drawings and master specifications sheets shall remain the property of the Engineers and reproductions of them in whole or in part shall not be used on additions to the project or on any other project except upon written agreement with the Engineers.

The Engineers may employ such Consultants as the Engineers deem necessary to assist in the performance or furnishing of the services.

The Engineers do not guarantee the performance of any Contractor nor assume any responsibility for any Contractor's failure to furnish, perform and warranty the Work in accordance with the Contract Documents.

The Engineers have not offered any fiduciary service to the Owner and no fiduciary responsibility shall be owed to the Owner by the Engineers or any of the Engineers' consultants as a consequence of this Agreement.

The provisions and regulations set out in Attachment 1 with (1) the Grantee being synonymous with the Owner, (2) the Contracted Party being synonymous with the Engineers and (3) the Contract being synonymous with the Agreement as defined previously.

IN WITNESS WHEREOF, the Owner and the Engineer have executed this agreement as of the _____ day of _____ month of _____ 20____.

Owner: City of Tupelo

Engineer: Cook Coggin Engineers, Inc.

By:

By:

Jason Shelton, Mayor

Jess Wiygul, Project Engineer

Type Name & Title

Type Name & Title

Attest:

Type Name & Title

Contact Information

Owner: City of Tupelo

Engineer: Cook Coggin Engineers, Inc.

Physical Address: 71 East Troy Street
Tupelo, MS 38804

Physical Address: 703 Crossover Road
Tupelo, MS 38801

Mailing Address: 71 East Troy Street
Tupelo, MS 38804

Mailing Address: PO Box 1526
Tupelo, MS 38802

Phone: (662) 841-6513

Phone: (662) 842-7381

FAX: (662) 840-2075

FAX: (662) 844-4564

Email: jason.shelton@tupeloms.gov

Email: jwiygul@cookcoggin.com

ATTACHMENT 1
HUD / CDBG SPECIAL PROVISIONS

SPECIAL PROVISIONS AND REGULATIONS STIPULATED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

For the purpose of clarification, the Contracted Party shall refer to the firm providing professional or construction services to the Grantee as specified in the contract to which this document is attached.

1. **Access of Grantee, State of Mississippi, HUD and Others to CDBG Documents, Papers, and Books**

The Contracted Party agrees to allow the Grantee, State of Mississippi, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the Contracted Party which are directly pertinent to the CDBG Program for the purpose of making audits, examinations, excerpts, and transcriptions.

2. **Termination of Contract For Cause**

If, through any cause, the Contracted Party shall fail to fulfill in timely and proper manner, his obligations, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the Contracted Party of such termination and specifying the effective date such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contracted Party shall entitle the Contracted Party's receipt of just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the contracted Party shall not be relieved of liability of the Grantee for damages sustained or the Grantee by virtue of any breach of the Contract by the Contracted Party. The Owner may withhold any payments to the Contracted Party for the purpose of set off until such time a the exact amount of damages due the Grantee from the Contracted Party is determined.

3. **Termination for Convenience of the Grantee**

The Grantee may terminate this contract any time by a notice in writing from the Grantee to the Contracted party. If the Contract is terminated by the Owner as provided herein, the Contracted Party will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contracted Party covered by this Contract, less payments of compensation previously made provided that if less than sixty percent of the services covered by this Contract have been performed

ATTACHMENT 1
HUD / CDBG SPECIAL PROVISIONS

upon the effective date of such termination, the Contracted Party shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contracted Party during the contract period which are directly attributable to the incomplete portion of the services covered by this Contract.

4. Records

All records required to be kept on the project shall be maintained for at least three years after final payments and until all other pending matters under the grant are closed.

5. Health and Safety Standards

All parties participating in this project agree to comply with Section 107 of the Contract Work Hours and Safety Standards Act. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to this health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available to the open market, or contracts for transportation.

6. Environmental Compliance

Contracts, subcontracts, and subgrants of amounts in excess of \$100,000 shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1957 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR, 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the grantor agency and the U.S. EPA Assistant Administrator for Enforcement (EN-329).

7. Energy Efficiency

All participants in the projects shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL-94-163).

ATTACHMENT 1
HUD / CDBG SPECIAL PROVISIONS

8. Changes

The Grantee may, from time to time, request changes in the scope of the services of the Contracted Party to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contracted Party's compensation which are mutually agreed upon by and between the Grantee and the Contracted Party, shall be incorporated in written amendments to this Contract.

9. Personnel

The Contracted Party represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Grantee.

All the services required hereunder will be performed by the Contracted Party or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed or work under this Contract.

10. Anti-Kickback Rules

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback" of June 13, 1934 (48 Sta. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Engineer and contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

11. Withholding of Salaries

If in the performance of this Contract, there is any underpayment of salaries by the Contracted Party or by any subcontracted thereunder, the Grantee shall withhold from the Contracted Party out of payment due to him an amount sufficient to pay to employees underpaid the difference between the salaries required thereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld

ATTACHMENT 1
HUD / CDBG SPECIAL PROVISIONS

shall be disbursed by the Grantee for and on account of the contracted party or subcontractor to the respective employees to whom they are due.

12. Claims and Disputes Pertaining to Salary Rates

Claims and disputes pertaining to salary rates or to classifications of professional staff or technicians performing work under this Contract shall be promptly reported in writing by the Contracted Party to the Grantee for the latter's decision which shall be final with respect thereto.

13. Equal Employment Opportunity

During the performance of this Contract, the Contracted Party agrees to comply with Executive Order 11246, and the regulations issued pursuant thereto (24 CFR 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, gender, or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts. Contractors and subcontractors of Federal and Federally assisted construction contracts shall take affirmative action to ensure fair treatment in employments, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training apprenticeship.

14. Anti-Discrimination Clauses

Contracts, Subcontracts, and subgrants of amounts in excess of \$10,000 shall comply with the following clauses:

1. Title VI of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (24 CFR 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

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2. Title VIII of the Civil Rights Act of 1968 (PL 90-284), as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and taking action to affirmatively further fair housing in the sale of rental of housing, the financing of housing, and the provision of brokerage services;
3. Executive Order 11063, as amended by Executive Order 12259, on equal opportunity in housing and nondiscrimination in the sale or rental of housing built with Federal assistance Section 109 of the Housing and Community Development Act of 1974, as amended which requires that no person in the United States shall on the grounds of race, color, national origin, or gender be excluded from participation in, be denied the benefits or be subjected to discrimination under, any program or activities funded in whole or in part with community development funds made available pursuant to the Act.
4. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 796) shall also apply to any such program or activity.

15. Section 3 Clause

The Contracted Party will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 17010) requiring that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area be awarded to eligible business concerns which are located in or owned in substantial part by persons residing in the area of the project.

Section 3 Definition - Section 3 residents are defined as: 1) residents of public housing; or 2) individuals that reside in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended and meet the definition of a low-or very low-income person as defined by HUD).

Section 3 business concerns are defined as one of the following: 1) businesses that are 51 percent or more owned by Section 3 residents; 2) businesses whose permanent, full-time employees include persons, at least 30 percent of whom are current Section 3 residents or were Section 3 resident within 3 years of the date of first employment with the business concern; 3) businesses that provide evidence of a commitment to subcontract in excess of

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25 percent of the dollar amount of all subcontracts to be awarded to business concerns that meet the qualification set forth in the two previous categories.

16. Discrimination Because of Certain Labor Matters

No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable hereunder to his employee.

17. Compliance with Local Laws

The Contracted Party shall comply with all applicable laws, ordinances, and codes of the state and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Contract.

18. Subcontracting

None of the service covered by this Contract shall be subcontracted without prior written consent of the Grantee. This Contracted Party shall be as fully responsible to the Grantee for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him. The Contracted Party shall insert in each subcontract appropriate provisions requiring compliance with the special provisions and regulations stipulated by HUD and the CDBG Program.

19. Assignability

The Contracted Party shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Grantee provided that claims for money due or to become due the Contracted Party from the Grantee under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

20. Interest of Members of Local Public Agency and Others

The Contracted Party agrees to establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

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The Contracted Party will comply with Section 21-39-1, Mississippi Code Annotated (1972), which prohibits municipal officers and employees from having or owing any interest or share, individually or as agent or employee of any person or corporation, either directly or indirectly, in any contract made or let by the governing authorities of such municipality for the construction or doing of any public work, or for the sale or purchase of any materials, supplies or property of any description, or for any purpose whatsoever, or in any subcontract arising therefrom or connected therewith, or to receive, either directly or indirectly, any portion of share of any money or other thing paid for the construction of doing of any public work, or for the sale or purchase of any property, or upon any other contract made by the governing authorities of the municipality, or subcontract arising therefore or connected therewith.

The Contracted Party will also be aware of and avoid any violation of Section 97-11-19, Mississippi Code Annotated (Supp. 1982), which prescribes a criminal penalty for any public officer who has an interest in any contract passed by the board of which he is a member during the term he was a member and for one year thereafter.

21. Interest of Certain Federal Officers

No member of or delegate to the Congress of the United States and no Resident Commissioner, shall be admitted any share or part of this Contract or to any benefit to arise therefrom.

22. Interest of Contractor

The Contracted Party stipulates that they personally have no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Contracted Party further agrees that in the performance of this Contract no person having any such interest shall be employed.

23. Political Activity

The Contracted Party will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Davis-Bacon Act Requirements

The Contracted Party will comply with Section 110 of the Housing and Community Development Act of 1974, as amended, which requires that all laborers and mechanics employed by contractors or subcontractor on construction work assisted under the Act shall be paid at rates not less than those prevailing on similar construction in the locality as

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determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a5), and it will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 227 *et seq.*). However, these requirements apply to the rehabilitation of residential properties only if such property is designed for residential use of eight or more families.

25. Uniform Act Requirements

The Contracted Party will comply with all applicable requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4630) as specified in regulation issued by the Secretary of the Department of Housing and Urban Development and published by 24 CFR 570-1.

26. Lead-Based Paint Requirements

The Contracted Party will comply with Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance in any form.

27. Compliance with Office of Management and Budget

The Contracted Party shall comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

28. Flood Insurance Purchase Requirements

The Contracted Party shall comply with the flood insurance purchase requirements of Section 102(2) of the Flood Disaster Protection Act of 1973, (PL 93-234, 85 Stat. 975) approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of Department of Housing and Urban Development as an area having special flood hazards. The phrase, "Federal financial assistance", includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, any other form of direct or indirect Federal assistance.

29. Historic Preservation

The Contracted Party agrees to assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470),

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Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 *et seq.*) by (a) consulting with the State Historic Preservation officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (CFR part 600.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

30. Program Monitoring

Both Parties agrees to assist and cooperate with the Federal grantor agency and the state grantor agency or their duly designated representatives in the monitoring of the project or projects to which this grant relates, and to provide in form and manner approved by the state grantor agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

31. Procurement

The subgrantee must comply with all State and Federal laws dealing with purchasing and acquisition for goods, services and other allowable cost as specified in the application.

32. Discrimination Due to Beliefs

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. Confidential Findings

All of the reports, information data, etc., prepared or assembled by the Contracted Party under this Contract are confidential, and the Contracted Party agrees that they shall not be made available to any individual or organization without prior written approval of the Grantee.

34. Third-Party Contracts

Contracts, Subcontracts, and Subgrants of amounts in excess of \$2,000 shall include the following provisions.

1. Each Participating Party shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of such grant funds.

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2. Any duly authorized representative of the Mississippi Department of Economic and Community Development, the U.S. Department of Housing and Urban Development, and the Comptroller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of such Participating Party until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

The Subgrantee shall include in all contracts with Participating Parties a provision that each Participating Party agrees that any duly authorized representative of the Mississippi Development Authority, the U.S. Department of Housing and Development, and the Comptroller General of the United States shall, at all reasonable times, have access to any portion of the Project in which such Participating Party is involved until the completion of all close-out procedures respecting this grant.

35. **Excessive Force**

The Contracted Party will adopt and enforce a policy of prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in nonviolent civil rights demonstrations; and enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.

36. **Architectural Barriers Act and Americans with Disabilities**

The contracted parties will comply with the Architectural Barriers Act and the American Disabilities as described in 24 CFR Sec 487(e).

Mandatory Addendum to
All City of Tupelo Contracts
June 2015

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to:
(a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.

16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all payments made by TUPELO will be posted on a public website _____. The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.
Miss. Code Ann. §§ 27-104-151 to 159.
17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.
Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1
21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013

(B)

CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

CITY OF TUPELO, MISSISSIPPI

AND

THREE RIVERS PLANNING AND DEVELOPMENT DISTRICT, INC.

This Contract is made and entered into by and between the **City of Tupelo, Mississippi** hereinafter known as **Grantee**, and **Three Rivers Planning and Development District**, hereinafter known as **District**, for certain professional services as more fully hereinafter set forth.

Grantee desires to engage the District to render certain professional services in connection with the **Community Development Block Grant Program**, Project No. 1132-15-366-PF-01, said services being more fully set forth in Section I of this Contract.

I. SCOPE OF SERVICES

The grantee engages the District to provide such services as described in Appendices A and B entitled "Scope of Services", which are attached hereto.

II. PERIOD OF PERFORMANCE

The District shall diligently undertake the performance of services referred to in Section I entitled "Scope of Services" until the grant is officially closed out.

III. CONSIDERATION

The Consideration that shall be paid by Grantee to District for rendering of professional services, as set forth herein, shall be as follows:

A sum not to exceed Forty Thousand dollars (\$40,000.00) payable only from the Mississippi Community Development Block Grant Funds approved for the Grantee.

IV. METHOD OF PAYMENT

The Consideration enumerated in section III of this Contract entitled "Consideration" shall be paid to the District by the Grantee in accordance with Appendix C provided District has satisfactorily provided the services so described in section I.

V. TERMINATION OF CONTRACT

This Contract shall terminate upon completion of the services described in Section I entitled "Scope of Services" and upon payment in full for the same by Grantee as provided for in Section III entitled "Consideration".

VI. UNILATERAL TERMINATION

If, through any cause, the District shall fail to fulfill in timely and proper manner, its obligations under this Contract, or if the District shall violate any of the covenants, agreements, or stipulations of this Contract, the Grantee shall thereupon have the right to terminate this Contract by giving written notice to the District of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In that event, all finished documents, data, and reports prepared by the District under this Contract shall, at the option of the Grantee, become the Grantee's property and the District shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The District shall have the right to reproduce any of such documents and other materials.

Notwithstanding the above, the District shall not be relieved of liability to the Grantee for damages sustained by the Grantee by virtue of any breach of agreement by the District, and the Grantee may withhold payments to the District for the purpose of setoff until such time as the exact amount of damages due the Grantee from the District is determined.

VII. CHANGES

Any changes in the scope of services of the District to be performed hereunder, including any increase or decrease in the amount of the District's compensation and any change in the period of performance or any time limitation for submission of any required reports which are mutually agreed upon between the Grantee and District, shall be incorporated in written amendments to this Contract.

VIII. EQUAL EMPLOYMENT OPPORTUNITY

A. The District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The District shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include but not be limited to the following: rates of pay, employment, upgrading, demotions, transfers,

recruitment or recruitment advertising, layoffs or terminations, selection for training including apprenticeship, and participation in recreational and educational activities. The District agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause. The District will in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin. The District will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. The District shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the U.S. Department of Housing and Urban Development may require.

C. The District agrees to comply with such rules, regulations, or guidelines as the U. S. Department of Housing and Urban Development may issue to implement these requirements.

IX. CONFIDENTIALITY

Any reports, information, data, etc. given to or prepared or assembled by the District under this Contract shall not be made available to any individual or organization by the Grantee without the prior written approval of the District.

X. PROFESSIONAL COMPETENCE

The District certifies that the professional staff assigned to perform the services identified in Section I, "Scope of Services," of this Contract collectively possess adequate professional proficiency for performing the work required.

XI. CONFLICT OF INTEREST

The District covenants that during the period to be covered by this Contract, the District shall have no interest directly or indirectly with respect to the Grantee which creates a conflict of interest. The District further covenants that in the performance of this Contract no person having such interest shall be employed. No member, officer, or employee of the district and no other public official who exercises any responsibilities or functions with respect to the Community Development Block Grant or this Contract during the tenure of this Contract or for one (1) year thereafter shall have any interest direct or indirect in this Contract or the proceeds thereof. No member or delegate to the Congress of the United

States shall be admitted to any share or part of the Contract or to any benefit that may arise therefrom.

XII. RETENTION OF RECORDS

For a period of three (3) years after final payment under this contract, the district shall make all work papers, records, and other evidence of audit available to the U.S. Department of Housing and Urban Development and to the Comptroller General of the United States or other authorized parties. All authorized parties who are entitled to accession to these records shall also be entitled to reproduce any or all of such documents at their expense for which provision shall be made at the time the need for reproduction arises.

XIII. RIGHT TO AUDIT

The District shall keep and maintain books, records, and other documents relating directly to the receipt and disbursement of such grant funds. Any duly authorized representative of the Mississippi Development Authority, Community Services Division, the U.S. Department of Housing and Urban Development (HUD), and/or the Controller General of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit, and examine all such books, records, and other documents of the District until the completion of all close-out procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

XIV. ACCESS TO PROJECT

The District agrees that any duly authorized representative of the Mississippi Development Authority, Community Services Division, the U.S. Department of Housing and Urban Development (HUD), and/or the Controller General of the United States shall, at all reasonable times, have access to any portion of the Project in which the District is involved until the completion of all close-out procedures respecting this grant.

XV. ANTI-KICKBACK RULES

The District shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all other contracts or subcontracts covering work under this Contract to insure compliance with such regulations.

XVI. COMPLIANCE WITH STATE AND LOCAL LAWS

The District agrees to comply with all applicable laws, ordinances, or codes of the State of Mississippi or City of Tupelo in performing any of the work embraced by this Contract.

XVII. EFFECTIVE DATE

The effective date of this contract shall be _____.

If any part of this Contract shall be judged invalid or void, then and in that event only, that part of Contract shall fail and the remaining provisions shall remain in full force and effect.

WITNESS OUR HANDS, this the ____ day of _____, 2016.

CITY OF TUPELO

Jason Shelton, Mayor
City of Tupelo

ATTEST:

THREE RIVERS PLANNING &
DEVELOPMENT DISTRICT

Vernon R. Kelley, III
Executive Director

ATTEST:

APPENDIX A

SCOPE OF SERVICES - DISTRICT

I. Administration/Management Services

The District shall provide services to include the following:

- Preparation of the application for submission to the Mississippi Development Authority
- Preparation of environmental review record and obtaining release of funds
- Establishing and maintaining a project record system for project with a duplicate set of records for Grantee
- Advising Grantee of state and Federal requirements on procurement of professional services and contracting procedures
- Ensuring federal labor standards and laws are met
- Assisting the Grantee with state monitoring visits
- Preparation of required reports and requests for cash
- Advising on payment of bills
- Requesting budget modifications when necessary
- Preparing project closeout documents
- Providing overall program advisory assistance.

APPENDIX B

SCOPE OF SERVICES - GRANTEE

The Grantee shall provide the following services in the implementation of the Community Development Block Grant Project.

- Provide individual(s) who will be responsible for general on-site administration required for day-to-day operations.
- Provide a bookkeeper who will maintain a complete set of books on the above described program.
- Keep a duplicate set of files to the District on every transaction, housing activity, or other work activity related to this program.
- Contract for other services not described in Appendices A and B. (The District will be responsible for advising the Grantee in proper advertising and selection procedures.) These other services may include such activities as:
 - (a) Engineer and/or architect
 - (b) Legal Services
 - (c) Audit
 - (d) Construction
 - (e) Demolition and Clearance Activities
 - (f) Appraisals
 - (g) Inspections (Rehabilitation projects)

APPENDIX C

The Grantee shall pay the District, not to exceed the sum of Forty thousand dollars (\$40,000.00) for satisfactory provision of services described in Appendix A, Scope of Services. The District shall present invoices to Grantee for administrative services commensurate with progress on the project (e.g., grant award; receipt of environmental clearance; quarterly during construction; and upon submission of project closeout package). Payment to the District shall be forthcoming upon invoice presentation within three (3) days of Grantee's receipt of cash requested from the State of Mississippi Community Development Block Grant program.

Appendix D

The City of Tupelo (TUPELO), despite any contrary provision contained in any contract to which TUPELO is a party, does not waive any rights, benefits, or prohibitions that may be provided under any law, statute(s), regulation(s), or policies. All provisions to the contrary in any contract to which TUPELO is a party are hereby null, void and deleted. Not intended to be an exhaustive list, the following are examples of such matters and shall be exceptions to any contrary provision(s) in any contract to which TUPELO is a party.

1. TUPELO does not indemnify or hold harmless any party.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
2. TUPELO does not make any warranty.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
3. TUPELO does not waive any claim; past, present, or future.
Miss. Const. Art. 4, § 100; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
4. TUPELO does not waive its sovereign immunity. TUPELO shall only be responsible for liability resulting from the actions of its officers, agents, and employees acting within the course and scope of their official duties.
Miss. Code Ann. § 11-46-1, et seq.
5. TUPELO does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
6. TUPELO does not agree to the application of laws of another state.
U.S. Const. amend XI; Miss. Code Ann. 11-11-3; Miss. Code Ann. 11-45-1; *City of Jackson v. Wallace*, 196 So. 223 (1940)
7. TUPELO does not limit the tort liability of another party to the amount of the contract or to any other set amount.
Miss. Const. Art. 4, § 100; Miss AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002); Miss. AG Op., Hathorn (May 28, 1992); Miss. AG Op., Davis (March 3, 1993).
8. TUPELO does not agree to waive warranties of merchantability, fitness for a particular purpose, or any common law warranties to which TUPELO is entitled.
Miss. Const. Art 4, § 100; Miss Code Ann. § 75-2-719; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).

9. TUPELO does not agree that a party may represent, prosecute or defend legal actions in the name of TUPELO. (CITATION NEEDED.)
10. Provisions that limit the time for TUPELO to pursue legal actions are deleted and void.
Miss. Const. Art. 4, § 104; Miss. Const. Art. 4, § 100; Miss Code Ann. § 15-1-5; Miss AG Op; Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct, 18, 2002).
11. TUPELO does not agree to submit to binding arbitration.
Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (Oct. 18, 2002).
12. TUPELO will make payments for all amounts owed under a contract agreement in accordance with state law.
Miss. Code Ann. § 31-7-305.
13. TUPELO advises for all contracts entered into, the provisions of the contract which will contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information, and shall be available for examination, copying or reproduction.
Miss. Code § 25-61-9 (7).
14. TUPELO must comply with Mississippi public records law. Records furnished to public bodies by third parties which contain trade secrets or confidential commercial or financial information shall not be subject to inspection, examination, copying or reproduction until notice to said third parties has been given, but such records shall be released within a reasonable period of time unless the said third parties shall have obtained a court order protecting such records as confidential.
Miss. Code § 25-61-9 (1).
15. Data processing software obtained by TUPELO under a licensing agreement that prohibits its disclosure and which software is a trade secret as defined in Miss. Code Section 75-26-3, and data processing software produced by a public body which is sensitive must not be subject to inspection, copying or reproduction under Mississippi public records law. "Sensitive" means only those portions of data processing software, including the specifications and documentation, used to: (a) Collect, process, store, and retrieve information which is exempt; (b) Control and direct access authorizations and security measures for automated systems; (c) Collect, process, store, and retrieve information disclosure of which would require a significant intrusion into the business of the public body.
16. In compliance with the Mississippi Accountability and Transparency Act of 20058, all payments made by TUPELO will be posted on a public website

_____. The information posted will include: the date of payment, vendor name, vendor's city and state and the payment amount. The release of any such information supersede any applicable non-disclosure or confidentiality obligations of TUPELO.

Miss. Code Ann. §§ 27-104-151 to 159.

17. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act. Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
18. Any Contractor/Seller of TUPELO shall ensure compliance with the Mississippi Employment Protection Act.
Miss. Code Ann. § 71-11-1, et seq. The provisions and requirements of the Mississippi Employment Protection Act supersede all conflicting contract provisions and requirements.
19. TUPELO is prohibited from binding its successors in office to contracts, including leases, which result in taking away one successors' rights and powers conferred by law, unless there is specific statutory authority to enter into such contract. In the absence of specific statutory authority, such contracts are voidable by the successors in office.
MS AG Ops., Barton (January 8, 2014) and Barton (July 15, 2011)(both relying on Biloxi Firefighters Assoc. v. City of Biloxi, 810 So.2d 589 (Miss. 2002).
20. TUPELO does not have the power to grant to any person, firm or corporation any exclusive franchise or any exclusive right to use or occupy the streets, highways, bridges, or public places in such municipality for any purpose. TUPELO cannot grant, renew, or extend any such franchise, privilege or right, without compensation for any longer period than twenty-five years.
Miss. Code Anno. 21-27-1
21. All contracts must be approved by the City Council of TUPELO, subject to the veto power of the Mayor of TUPELO.
MS AG Ops. 2012-00013

#115

Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton
From: Terri Blissard
Date: February 25, 2016
Re: Construction Contract for Kellex Roofing Project

Please find attached a construction contract for a roofing project at the Kellex Seating manufacturing facility, which is located in a City-owned building on Industrial Drive.

This construction project is funded in part by a Development Infrastructure Program Grant. The match for the grant is being provided by Kellex, so there is no cost to the City.

PUBLIC BUILDING IMPROVEMENTS
FOR THE CITY OF TUPELO, MS

AGREEMENT

This AGREEMENT, made this _____ day of _____, 20____ by and between THE CITY OF TUPELO, MISSISSIPPI, hereinafter called "OWNER" and Master Craft Builders, Inc., doing business as (an individual,) or (a partnership,) or (a corporation,) hereinafter called CONTRACTOR".

WITNESSETH: That for and consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of:

PUBLIC BUILDING IMPROVEMENTS
FOR THE CITY OF TUPELO, MS
PROJECT #DIP-355

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS on or before the date of the NOTICE TO PROCEED and will complete the same within **90 consecutive calendar days** unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The contractor further agrees to pay, as liquidated damages, the sum of \$ 300.00 for each working day thereafter as hereinafter provided in the GENERAL CONDITIONS.
4. The CONTRACTOR agrees to perform all of the awarded WORK described in the CONTRACT DOCUMENTS for the sum of three hundred four thousand eight hundred ninety dollars (\$304,890)
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Mandatory Provisions for All City of Tupelo Contracts
 - (C) Information for Bidders
 - (D) Bid Proposal
 - (E) Bid Documents
 - (F) Bid Bond
 - (G) Agreement
 - (H) Certificate of Owner's Attorney
 - (I) General Conditions
 - (J) Special Conditions
 - (K) Payment Bond
 - (L) Performance Bond
 - (M) Notice of Award
 - (N) Notice to Proceed
 - (O) Change Order
 - (P) Drawings, specifications, and addenda prepared by Engineering Solutions, Inc.
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

AGREEMENT (CONT.)

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in four copies, each of which shall be deemed an original on the date first written.

OWNER:

CITY OF TUPELO, MISSISSIPPI

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name: _____
Title: _____

OWNER'S SEAL

CONTRACTOR:

BY: Lenier Thompson
Name: Lenier Thompson
Title: V.P.

ATTEST:

BY: Sammy R Roach
Name: Sammy R Roach
Title: Sec

CORPORATE SEAL

NOTE: IF CONTRACTOR is a corporation, secretary should attest.

PUBLIC BUILDING IMPROVEMENTS
FOR THE CITY OF TUPELO, MS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that

Master Craft Builders, Inc.

P.O. Box 841

Booneville, MS 38829

a corporation, hereinafter called PRINCIPAL and SureTec Insurance Company (Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, in the total aggregate penal sum of three hundred four thousand eight hundred ninety dollars (\$304,890) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

PUBLIC BUILDING IMPROVEMENTS
FOR THE CITY OF TUPELO, MS
PROJECT #DIP-355

NOW, THEREFORE, if the PRINCIPAL shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER with or without notice to the SURETY and during one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said security, for value receive hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

William Hicks
(Principal) Secretary

Master Craft Builders, Inc
Principal

(SEAL)

Brook Lambert
Witness as to Principal

By: Lamin [Signature]
P.O. Box 841
Address
Booneville, Ms 38829

SureTec Insurance Company
Surety

ATTEST:

Richard Minter
Witness as to Surety

By: Delores W. Nokes
Attorney-In-Fact Delores W. Nokes

P.O. Box 1139
Address
Jackson, MS 39215

P.O. Box 1139
Address
Jackson, MS 39215

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

COUNTERSIGNED BY:

Delores W. Nokes
Resident Mississippi Agent

PUBLIC BUILDING IMPROVEMENTS
FOR THE CITY OF TUPELO, MS

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS that

Master Craft Builders, Inc.

P.O. Box 841

Booneville, MS 38829

a corporation, hereinafter called PRINCIPAL and SureTec Insurance Company
_____(Name of Surety)

hereinafter called SURETY, are held and firmly bound unto THE CITY OF TUPELO, MISSISSIPPI, 71 East Troy St. Tupelo, MS 38804, hereinafter called OWNER, and unto all persons, firms, and corporations, who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of three hundred four thousand eight hundred ninety dollars (\$304,890) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 20____, a copy of which is hereto attached and made part hereof for the construction of:

PUBLIC BUILDING IMPROVEMENTS
FOR THE CITY OF TUPELO, MS
PROJECT #DIP-355

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, and coke, repairs on machinery, equipment, and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK including that by a SUBCONTRACTOR, and to any mechanic or material man lienholder whether it acquired its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed there under or the SPECIFICATIONS accompanying the same shall in any way effect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: the PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract, or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in FOUR (4) counter parts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

Helen Hicks

(Principal) Secretary

(SEAL)

Frank Lambert

Witness as to Principal

Address

ATTEST:

Gilda Mitts

Witness as to Surety

P.O. Box 1139

Address

Jackson, MS 39215

Master Craft Builders, Inc

Principal

By: Sam Phelan

P.O. Box 841

Address

Boonville, Ms 38829

SureTec Insurance Company

Surety

By: Delores W. Nokes

Attorney-In-Fact Delores W. Nokes

P.O. Box 1139

Address

Jackson, MS 39215

NOTE 1: Date of Bond must not be prior to date of Agreement. If Contractor is Partnership, all partners should execute Bond. Surety Companies executing bonds must appear on the Treasury Department's Circular 570 (most current) and be authorized to transact business in the state where the project is located.

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Amy W. Smith, David W. Carlisle, Delores W. Nokes, Dudley D. Wooley, G. Ford Mosby, James Riley Winchester, Joey H. Hutto, George Bailey Menetre, Michael Addison, Blake J. Martinez

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Three Million and 00/100 Dollars (\$3,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 09/30/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

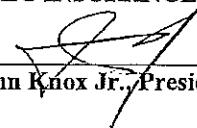
Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of July, A.D. 2015

SURETEC INSURANCE COMPANY

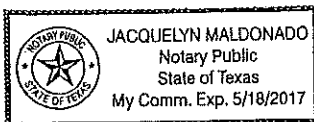
By: 
John Knox Jr., President

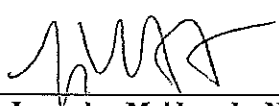
State of Texas
County of Harris

ss:



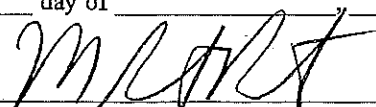
On this 21st day of July, A.D. 2015 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this _____ day of _____, A.D.


M. Brent Beaty, Assistant Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

7.6

Memo

To: Distinguished Members of the City Council
Honorable Mayor Jason Shelton

From: Terri Blissard

Date: February 25, 2016

Re: Fair Housing Resolution

Please find attached for your approval a fair housing resolution from the Mississippi Development Authority.

The City is required to update its fair housing policy each time a Community Development Block Grant is awarded, regardless of whether the project in question is related to housing. In this case, the update is triggered by the West Tupelo sewer CDBG.

FAIR HOUSING RESOLUTION

LET IT BE KNOWN TO ALL PERSONS IN THE CITY OF TUPELO that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the **CITY OF TUPELO** to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the **CITY** does hereby pass the following Resolution.

BE IT RESOLVED that within available resources the **CITY** will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equity under Federal and State laws by referring them to the U. S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the **CITY** shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID CITY will, at a minimum: 1) adopt and publicize the Fair Housing Resolution; 2) post applicable Fair Housing information in prominent public areas; 3) provide Fair Housing Brochures/Fair Housing information to the public; 4) declare April as Fair Housing Month; and 5) conduct at least one (1) Fair Housing activity during the month of April and document said activity.

EFFECTIVE DATE:

This Resolution shall take effect on this the 1st day of March 2016.

Jason L. Shelton, Mayor

Kim Hanna, City Clerk

Memo

To: Mayor and City Council
From: Patrick Falkner
Subject: Routine Agenda item: application for tax abatement
Date: February 24, 2016

Attached are the tax abatement application materials for the Xpress Lube building at 1630 North Gloster. This building was destroyed in the 2014 tornado and the rebuild was completed this month. In the first picture, the subject building is to the left. The application meets the requirements of the tax abatement program.

CITY OF TUPELO DEPARTMENT OF DEVELOPMENT SERVICES

APPLICATION FOR COMMERCIAL AD VALOREM TAX EXEMPTION UNDER
MISS. CODE ANN. §17-21-5
(EXCLUDING TAX EXEMPTION FOR SCHOOL DISTRICT PURPOSES)

Property Owner Name: BANDY GROOVER DBA - PRO OIL SHOP INC.

Owner Mailing Address: 2755 BOATNER DR. Belden MS. 38826

Property Address: 1630 NORTH GLOSTER, Tupelo MS 38861 Parcel Number: 08 N-19-044-00

Name of Business: HAVALINE XpressLube Type of Business: Oil Change & Service Center

Total Project Cost: _____ Number of Employees: 12

The following requirements must be met to qualify for the tax exemption program:

- 1) Identify in which District is the property located (*attach map showing location of property*):

_____ Central Business District (except Urban Renewal Project area designated by
Tupelo City Council on December 1, 1998)

_____ Redevelopment District

_____ Business Improvement District

- 2) Attach copy of Certificate of Occupancy ☒

- 3) Identify which one or more of the following objectives applicant contends is met by the
new construction, renovation or improvement:

_____ Substantial renovation of, improvement to, or historic preservation of
existing structure (*attach statement from architect*)

_____ New building construction

_____ Improvement of design quality above city code requirements (*attach
certification by Development Services staff*)

_____ Access management improvement (vehicular or pedestrian connection to
adjoining properties) (*attach certification by Development Services staff*)

_____ Energy efficiency improvements (*document according to LEED system*)

- 4) Document value of new construction, renovation or improvement to the property (attach contractor invoices or accountant's compilation of capital costs, and before and after photographs of property)

A brief summary of the project and attachments may also be submitted.

- 5) Describe how the new construction, renovation or improvement is for the promotion of business, commerce or industry, or for the promotion of historic preservation:

(additional sheets may be attached)

~~Owner signature~~

Date _____

(if owner is not an individual, here identify representative capacity of individual signing, e.g., president, partner, etc.)

The following is to be completed by Department of Development Services:

1. Does property meet all city of Tupelo Building and Development Code regulations?
Yes X No
2. For new construction, is commercial property privately owned? Yes No *N/A*
3. Was construction, renovation or improvement completed and approved by the City of Tupelo Development Services Department no more than 180 days prior to submission of this application for ad valorem tax exemption? Yes X No
4. Was construction, renovation or improvement pursuant to the requirements of an approved project of the City of Tupelo for the development of the Central Business District, designated Business Improvement District, Urban Renewal District, or designated Redevelopment Districts and/or for the preservation and revitalization of Historic Preservation District. Yes No X
5. Was project cost (excluding property purchase price) at least \$10,000? Yes X No

Date application received by Development Services Department: _____

Received by: _____

10/27/14
1:52 PM

Century Construction and Realty, Inc.
Customer Activity Report

Page 1

Months: 1/2014-10/2014
Customer: 192 Proolshop, Inc.

Date	Reference	Description	Billing	Deposit	Credit Account	JobId	Acct. Entry	Check Number
Proolshop, Inc. (192)								
6/23/14	526	Application 1	62,080.54		400	14131	6/14 - 161	
6/23/14	0001854	Remaining balance on c	14,250.00		400	14129	6/14 - 162	
7/28/14	552	Application 2	85,004.96		400	14131	7/14 - 207	
7/29/14	Deposit 16	0001854		14,250.00			7/14 - 220	1023713
7/29/14	Deposit 16	526		62,080.54			7/14 - 220	1023713
8/27/14	Deposit 16	552		85,004.96			8/14 - 271	10237138
8/27/14	568	Application 3	158,391.50		400	14131	8/14 - 272	
9/17/14	Deposit 10	568		158,391.50			9/14 - 105	10237152
9/30/14	0002109	labor	<u>3,065.05</u>		400	14131	9/14 - 288	
		Customer total	322,792.05	319,727.00				

	BILLED	PAYD
Final total	322,792.05	319,727.00

+ 49,637¹²

\$ 363,429 ¹²

City of Tupelo

PO Box 1485, Tupelo, MS 38802
Voice (662) 841-6510, Fax (662) 841-6550
E-Mail: permits@tupelo.ms.gov

CERTIFICATE OF OCCUPANCY
CERTIFICATE OF OCC - COMMER

Occupant: XPRESS LUBE

Address: 1630 NORTH GLOSTER STREET

Parcel: 084N1904400

Owner: PRO OIL SHOP INC
2755 BOATNER DR.
BELDEN, MS 38826

Applicant Number:

1401733



Approved Occupancy: 0

Issued: 01/21/16 **By:** G.R

Expires:

Signature: *Pauline Newford*

This permit becomes null and void if work or construction authorized is not commenced within six months, or if construction or work is suspended, or abandoned for a period of six months at any time after the work is started. The City of Tupelo Development Code Section 5.11.1 (a) states that "A building permit shall expire one year from the date of issuance. The permit may be renewed prior to expiration at no cost."

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other State or City law regulating construction or performance of construction nor does it nullify any private covenants, deed restrictions, or other restrictions running with the title to the property upon which construction is allowed.

Date: _____	Applicant's Signature: <u>Joley Moore</u>
Date: <u>1/21/16</u>	Approval: <u>Gladya Ruff</u>

04 28 2014







TUPELO POLICE DEPARTMENT

322 Court Street, Tupelo, MS 38804 • Office 662-841-6498 • Fax 662-841-6555

Date: 2-24-2016

To: Mayor Jason Shelton, COO Don Lewis, and the Tupelo City Council

The Tupelo Police Department desires to purchase a FASTS® L7 Law Enforcement Firearms Training System and BLUEFIRE® Weapon Simulator. We suggest that Meggitt be granted as a sole source provider for this System based on their use of wireless smart weapons that are constantly in communication with the system via Bluetooth technology which allows the instructor to monitor the actions of the student and weapon in real time. This system will also be available provided addition training to other departments in the area to provide better training opportunities for a safer community. For this reason, the Tupelo Police Department request that approval be given to Meggitt as a sole source vendor.

Sincerely,


Bart Aguirre, Chief of Police, Tupelo Police Dept.



MEGGITT

February 18, 2016

Allan Gilbert, Deputy Chief of Police
Northeast Mississippi Law Enforcement Training Academy
1 Finney Lane
Tupelo, MS 38804
Office: 662.871.2350
Email: allan.gilbert@tupeloms.gov

Subject: FATS® L7 Law Enforcement Firearms Training System and BLUEFIRE® Weapon Simulators
Sole Source Justification
MTSI Reference: MTS16USL1527

Deputy Chief of Police Gilbert:

MTSI is pleased to offer our Proposal # MTS16USL1527, in response to the Northeast Mississippi Law Enforcement Training Academy procurement for an MTSI FATS® L7 Law Enforcement Firearms Training System & BLUEFIRE® Weapons Simulators.

MTSI's smart BLUEFIRE® weapons and FATS® L7 are the only weapon and simulation solution in the law enforcement market to offer the following list of critical training features:

- Wireless smart weapons that are constantly in communication with the system via Bluetooth technology.
- Wireless weapons that allow the instructor to monitor, in real time, the status of the student's weapon in marksmanship mode (Magazine in or out, Slide forward or locked to the rear, hammer cocked or de-cocked, chamber loaded or empty, number of rounds remaining).
- Wireless weapons that allow the instructor to monitor the cant of the weapon in real time on the instructor console in marksmanship mode.
- Wireless rifle simulators that allow the instructor to constantly monitor the student's point of aim, in marksmanship mode and to show the student their muzzle placement in both marksmanship and judgment mode. All other products require the addition of a separate laser device mounted to the exterior of the weapon, thus preventing it from being holstered.
- A system that allows the instructor to view the real time point of aim of up to 4 students during marksmanship courses and show each of the students their muzzle trace in real time or during replay.
- Tethered and wireless weapons which allow the instructor to initiate a malfunction of the weapon at any time, requiring the student to execute a proper clearing procedure before the weapon will be operational. Other systems cause the screen to stop recognizing laser pulses, but the student's weapon is still operational.
- Weapons that require the student to follow a proper loading sequence in order for the weapon to be operational. The student must properly insert the magazine, work the slide or bolt to the rear and then top off the magazine for the proper duty load. This provides for a seamless transition from the training environment to the officer's actual duty. Further enhancing the officer's existing weapon handling training and skillset.
- All of our semi-automatic weapons lock to the rear when the weapon's standard ammunition load is exhausted. Additionally our wireless weapons are the only weapons that can be wirelessly programmed with custom ammunition loads.

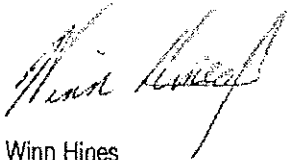


MEGGITT

- The FATS® line of simulators are the only systems that support non-recoil laser inserts, drop-in laser recoil kits, smart tethered weapons and wireless BLUEFIRE® weapons. Other systems only support non-recoil laser inserts and drop-in laser recoil kits.
- Our BLUEFIRE® wireless weapons use compressed breathable air to generate recoil, not CO2.
- Meggitt Training Systems, Inc. (MTSI) is the manufacturer of the "FATS" product line in Suwanee, GA.
- The MTSI Virtual Simulators are designed to use any existing FATS® BLUEFIRE® wireless weapons, FATS® System Controlled (tethered) weapons and Dvorak weapon adaptor kits (duty weapons using Dvorak drop-in laser kits).
- MTSI is the only simulation manufacturer to offer the FATS® BLUEFIRE® Weapons line. FATS® BLUEFIRE® Weapons offer a full fidelity experience in use of force option handling and application allowing freedom of movement unencumbered by a tether. These are the only simulated use of force options (duty weapon, Taser, chemical spray) that provide all of the same functionality as our FATS® System Controlled Weapons, while at the same time offering the flexibility of wireless technology.
- Meggitt Training Systems, Inc. is the only manufacturer that can properly service the FATS® BLUEFIRE® proprietary technology offered in our FATS® BLUEFIRE® Weapons line.

All of the above items and features may only be purchased through Meggitt Training Systems, Inc. in Suwanee, GA. Should you need additional information, please contact me at the number listed below.

Sincerely,



Winn Hines
Director of Virtual Systems Sales
Meggitt Training Systems, Inc.
P: 678.288.1150
E: winn.hines@meggitt.com



7.10

Tupelo Police Department

Chief Bart Aguirre

Memorandum

To: City Council Members
From: Chief Bart Aguirre
Subject: Surplus Item
CC: Mayor Shelton, Don Lewis
Date: February 22, 2016

A handwritten signature in black ink, appearing to be "B. Aguirre".

Please accept this letter as a request to declare Kenwood VHF Transceiver (Serial # 31000205, City of Tupelo 5715) surplus to the City of Tupelo, North MS Narcotics Unit, so that this item may be transferred to Tishomingo County Sheriff's Office.

Thank you for your attention in this matter,

A handwritten signature in black ink, appearing to be "Bart Aguirre".

Bart Aguirre
Chief of Police

7.11

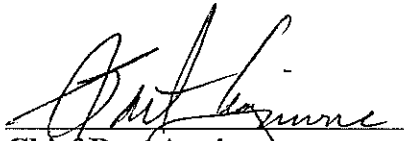
Resolution

Declaration of Surplus

Whereas, the Tupelo Police Department (host city for the North Mississippi Narcotics Unit) has in its possession exhibit A. Exhibit A is a list of vehicles seized and forfeited to the NMNU and/or City of Tupelo, and

Whereas, the NMNU control board has determined the listed items to be surplus to the unit and authorizes their sale at public auction, or destruction where sale is not practical,

Therefore, it is hereby requested that the City of Tupelo Council declare the attached Exhibit A surplus to the City of Tupelo and that the Council authorize the disposal of said items in accordance with state statutes.



Chief Bart Aguirre
Tupelo Police Department

Upon motion by Councilman _____, and seconded by Councilman _____ the matter was called to a vote by the President with the Councilman voting as follows:

Councilman L. Bryan	_____
Councilman Jennings	_____
Councilman Whittington	_____
Councilman Beard	_____
Councilman Davis	_____
Councilman Palmer	_____
Councilman M. Bryan	_____

Whereupon, the request having received a majority of the affirmative votes, the President of the Council declares that the attached listed items are surplus to the City of Tupelo, Tupelo Police Department and directs that said items be sold at Public Auction in compliance with the directives issued by the State of Mississippi, on the _____ day of _____, 2016.

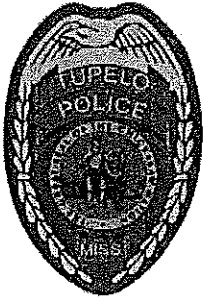
City of Tupelo, Mississippi

Council President

Attest: Glenda Muse, Clerk of the Council

NMNU MARCH 2016 AUCTION

1. 1998 Pontiac Grand-am, VIN 1G2NE52T6WC758867
2. 1994 GMC Sonoma, VIN 1GTCS19WXR8509256
3. 1995 Ford F250, VIN 1FTHX26H6SKB22277
4. 1999 Ford Windstar , VIN 2FMZA5147XBA87161
5. 2000 Honda CR-V, VIN JHLRD2842YC009021
6. 2001 Ford Excursion, VIN 1FMNU43S01EC64611
7. 2002 Honda Civic, VIN 1HGEM22932L091625



1.12

Tupelo Police Department

Chief Bart Aguirre

To: Mayor Jason Shelton & COO Don Lewis
CC: Council Members
Fr: Chief Bart Aguirre
Dt: February 18, 2016
Re: Special Police Detail – Home Depot

Ladies and Gentlemen:

I respectfully request that you allow the below listed Tupelo Police Officers to be able to wear Police uniform and to have proper city issued equipment for help with security and deterrent at Home Depot. Liability and the fee for the officer's detail will come from Home Depot.

Katarsha White
Cassidy Jumper
Ken Soderstrom
Mark Webb
Dawn Magers

Mike Williams
Tremaine Frison
Wisam Guerriere
Kerry Reddick

John Moses
David Harville
Rob Edwards
Brandon Garrett

Sincerely,

A handwritten signature in black ink, appearing to read "Bart Aguirre".

Bart Aguirre
Chief of Police

1.13

Memorandum

To: City Council

From: Kim Hanna *(Kute)*

Date: MARCH 1, 2016

Re: SURPLUS LIST

I am requesting permission to surplus the items as per the attached exhibits. The attached exhibits include:

Exhibit A-Surplus items no longer useable which will be destroyed and some parts salvaged for other use where applicable

Exhibit B- Surplus items for auction

Thank you for your attention in this matter.

3/1/2016
CITY OF TUPELO DEPARTMENTAL
SPRING SURPLUS LIST

Comment 1	SURPLUS				
Sum of ACQ COST					
Location	ASSET	DESCRIPTION	SERIAL/PARCEL	DATE ACQ	Total
B&A	1475	COMPUTER SUPER POWER MIDATAX	S2UA605KC82	3/2/2006	\$ 587.78
	1576	SERVER, IBM	15883716UKQ96754	8/31/2006	\$ 3,231.99
	1584	POCKET PC, GARMIN IQUE	37211875	9/30/2006	\$ 707.98
	1807	COMPUTER IBM THINKCENTRE	LKVA233	11/30/2006	\$ 759.00
	1810	COMPUTER IBM THINKCENTRE	LKTZ287	11/30/2006	\$ 759.00
	1829	SERVER IBM SYSTEM X3850	99NR024	12/4/2006	\$ 13,100.00
	1934	LAPTOP, LENOVO T60	L3-HA487	4/13/2007	\$ 1,596.00
	2466	COMPUTER, LVO THINKVISION	LKHAYHA	7/25/2008	\$ 827.44
	2502	COMPUTER, LVO THINKCENTER PC	1S607DLUKFBWHZ	4/29/2008	\$ 749.94
	2503	COMPUTER, LVO THINKCENTER PC	1S607DLUKFBWKG	4/29/2008	\$ 749.94
	2527	COMPUTER, LVO PC	1S6075DLULKHBBDK	7/15/2008	\$ 754.23
	2562	COMPUTER, LVO PC	1S9637M1ULKXLWW8	11/28/2007	\$ 739.00
	2569	COMPUTER, LVO PC	1S9637M1ULKBZTB	2/8/2008	\$ 739.00
	2693	PROJECTOR, LCD INFOCUS	1SAZN83000398	9/30/2008	\$ 648.00
	2728	COMPUTER, THINKCENTER	1S6075DLULKLDCTF	9/16/2008	\$ 745.67
	2768	COMPUTER, LVC TC	1S7484A9UMJ06122	4/20/2009	\$ 749.00
	2932	COMPUTER, LVO TC	1S7484A9UMJ18140	8/26/2009	\$ 1,071.00
	2935	COMPUTER, LVO TC	1S7484A9UMJ19702	9/30/2009	\$ 749.00
	2936	COMPUTER, LVO TC	1S7484A9UMJ19703	9/30/2009	\$ 749.00
	2937	COMPUTER, LVO TC	1S7484A9UMJ19704	9/30/2009	\$ 749.00
	3073	COMPUTER, LVO	1S7515J9UM78548	11/3/2009	\$ 479.21
	3220	COMPUTER, LVO	1S7522P1UMJTX30	7/20/2010	\$ 506.00
	3539	COMPUTER, LAPTOP HP	SCNU0361Q5X	11/15/2010	\$ 1,686.06
	466	MONITOR LCD 15"	30310020011	2/12/2004	\$ 279.00
	475	IBM NETWORK STORAGE		3/11/2004	\$ 2,625.00
	480	PRINTER HP LASERJET 3700 N	SCNBB001825	4/1/2004	\$ 1,580.00
	5001	COMPUTER, LVO LAPTOP 500GB 4G	1S20C5004YUSPF03XY1P	12/12/2014	\$ 571.76
	781	SERVER - 2U IBM X SERIES		12/6/2004	\$ 14,932.72
	794	PRINTER - HP LASERJET 3700N	CNGB829021	12/29/2004	\$ 1,569.00
	824	COMPUTER - SATURN 3100 SY	1869	6/16/2005	\$ 749.50
	G05239	HP 8000D NETWORK PRINTER	USCB017293	1/20/1999	\$ 6,400.00
	G06317	PRINTER HP 8150N LASER JET	SJPBLR08643	9/30/2002	\$ 2,439.00
B&A Total					\$ 64,579.22
Park & Rec	2967	WASHER, PRESSURE PW-2000PSI	9081835	11/26/2008	\$ 2,281.31
Park & Rec Total					\$ 2,281.31
Police	1157	COMPUTER - SUPER POWER MIDATAX	1915	8/15/2005	\$ 650.00
	1441	COMPUTERS	3268	2/3/2006	\$ 801.00
	1453	CAMCORDER, SONY DCRDVD105	341004	3/17/2006	\$ 474.99
	1471	COMPUTER SUPER POWER MIDATAX	S2UA6030JCO	3/2/2006	\$ 587.79
	1706	COMPUTER, LAPTOP AVERATEC 2260	NW04CE060600160	9/30/2006	\$ 899.90
	1776	COMPUTER	3558	6/15/2006	\$ 639.80
	1777	COMPUTER	3556	6/15/2006	\$ 639.80
	1803	COMPUTERS IBM THINKCENTRE	LKTZ831	11/30/2006	\$ 759.00
	1811	COMPUTER IBM THINKCENTRE	LKVA225	11/30/2006	\$ 759.00
	1841	DIGITAL CAMERA CANON EOS REBEL	1920703748	11/1/2006	\$ 699.46
	1888	COMPUTERS	3915	11/16/2006	\$ 760.00
	1992	CAMERA, CANNON EOS REBEL XT	320110945	6/14/2007	\$ 585.50
	2035	GPS, FOR HELICOPTOR	AVMAP 6110514	3/15/2007	\$ 1,524.00
	2080	COMPUTER, LENOVO THINK CENTRE M52	1S81139FULKHNA41	2/15/2007	\$ 805.00
	2081	COMPUTER, LENOVO THINK CENTRE M52	1S81139FULKPM216	2/15/2007	\$ 805.00
	2098	MONITOR, IBM FLAT CONSOLE KIT		2/15/2007	\$ 1,078.00
	2251	COMPUTER, LENOVO	1S9637P8ULKMLLV6	8/3/2007	\$ 755.00
	2501	COMPUTER, LVO THINKCENTER PC	1S607DLUKFBWHM	4/29/2008	\$ 749.94
	2512	COMPUTER, LVO PC	1S6075DLUKFCCCP	6/26/2008	\$ 749.94
	2526	COMPUTER, LVO PC	1S6075DLUKGNHPG	7/15/2008	\$ 754.23
	2554	COMPUTER, LVO PC	1S9637M1ULKXLWT4	11/28/2007	\$ 739.00
	2598	CAMERA, CANON EF-S 60 MM MACRO USM	21650622	10/23/2007	\$ 489.96
	2707	COMPUTER, LVO	1S6075DLUKFYTDG	6/26/2008	\$ 749.94
	2817	COMPUTER, LVO TC	1S7373APUMJ04448	3/16/2009	\$ 712.00
	2858	DVD BURNER, W/SOFTWARE	2081100664	6/12/2009	\$ 3,523.66
	2934	COMPUTER, LVO TC	1S7484A9UMJ08494	9/30/2009	\$ 808.84
	2946	RADIO POGRAMMER	870AAQ484259	9/30/2009	\$ 2,963.05
	3072	COMPUTER, LVO	1S7515J9UM78547	11/3/2009	\$ 479.21
	3099	COMPUTER, ASUS EEE PC	9A0AAS091191	1/4/2010	\$ 455.05
	3100	PRINTER, HP OF H470W	CN967181CZ	1/28/2010	\$ 299.98
	3234	COMPUTER, VOSTOK	DT-CU-00105	8/31/2010	\$ 672.00
	3507	EMERGENCY LOCATE TRANSMIT	18552	9/29/2011	\$ 1,388.90
	3926	PRINTER, HP OJ 100 MOBILE		6/27/2012	\$ 345.84
	597	CAMERA DIGITAL FUJI	34B78827	4/16/2004	\$ 279.99
	633	RADIO MOTOROLA	869YEC2091	8/12/2004	\$ 396.00
	658	PROJECTOR-HP	TWB4172931	9/16/2004	\$ 1,999.98

3/1/2016
CITY OF TUPELO DEPARTMENTAL
SPRING SURPLUS LIST

Comment 1	SURPLUS				
Sum of ACQ COST					
Location	ASSET	DESCRIPTION	SERIAL/PARCEL	DATE ACQ	Total
Police	686	MONITOR-LCD 15"	7256	9/30/2004	\$ 297.00
	786	COMPUTER - MDTOWER ATX CASE	1235	12/2/2004	\$ 718.00
	842	RADIO - KENWOOD MBL TK-760GX	60801404	3/31/2005	\$ 377.60
	847	CAMERA - SONY MVC-CD500 MA	408693	3/11/2005	\$ 599.99
	896	COMPUTER - ASUS Z81K LAPTOP	1908	6/30/2005	\$ 1,958.00
	903	RADIO - KENWOOD MOBILE VHF	70100889	7/29/2005	\$ 450.00
	G01062	FUME HOOD 48" & ACCESSOR	196562	1/10/1991	\$ 5,559.39
	G01808	CHARGER FOR E911 RADIOS	NTN1177A	10/28/1993	\$ 621.00
	G03221	SANYO TV	V4240584247285	7/5/1994	\$ 269.00
	G05092	KALIMAR CAMERA 35MM		3/15/1999	\$ 375.11
	G05226	SONY DIGITAL CAMERA	118496	4/5/1999	\$ 799.99
	G05599	RADIO, MOTOROLA	896FZW4530	2/14/2000	\$ 893.00
	G05600	RADIO, MOTOROLA	896FZW4532	2/11/2000	\$ 893.00
	G05602	RADIO, MOTOROLA	896FZW4543	2/11/2000	\$ 893.00
	G05969	RADIO, 1225 TAC W/ANT	869FAU007	11/20/2000	\$ 517.50
	G05970	RADIO, 1225 TAC W/ANT	869FAU0008	11/20/2000	\$ 517.50
	G05971	RADIO, 1225 TAC W/ANT	869FAU0010	11/20/2000	\$ 517.50
	G05972	RADIO, 1225 TAC W/ ANT	869FAU0013	11/20/2000	\$ 517.50
	G05973	RADIO, 1225 TAC W/ANT	869FAU0016	11/20/2000	\$ 517.50
	G05976	RADIO, 1225 TAC W/ANT	869FAU0028	11/20/2000	\$ 517.50
	G05977	RADIO, 1225 TAC W/ANT	869FAU0030	11/20/2000	\$ 517.50
	G06289	MONITOR, DELL 17 GRAY	MX08G1524760522BADR2	3/15/2002	\$ 560.00
	G06570	MONITOR	3051E03932	9/12/2003	\$ 259.00
	G06717	RADIO, MOTOROLA M1225	869YDG6475	6/12/2003	\$ 500.00
	G06733	MONITOR, GEM 15 FLAT PANEL	531F504663	5/19/2003	\$ 279.00
	G06781	COMPUTER, GPSMAP GARMIN	98830699	9/30/2003	\$ 1,217.95
Police Total					\$ 52,923.28
Public Work	2167	AIR TABLE LIFT, HEFTEE W/EXTENSIONS	69736	8/3/2007	\$ 1,206.00
	G00652	MCMILLIN AUGER HEAD	MDL23000B	3/1/1989	\$ 2,335.00
Public Work Total					\$ 3,541.00
COLISEUM	G06667	RADIO MOTOROLA HT1250LS		1/3/2003	\$ 746.62
	G06670	RADIO MOTOROLA HT1250LS	008TCJ0132	1/3/2003	\$ 746.62
	G06657	RADIO MOTOROLA HT1250LS	008TCG0380	37624	\$ 746.62
COLISEUM Total					\$ 2,239.86
Development	3232	COPIER/PRINTER/SCANNER	9861B1DQ500127R	9/30/2010	\$ 3,795.00
Development Total					\$ 3,795.00
Police-Extra Items not on munis	AST0006121	204 Kenwood TK-760 VHF Radio	30900055		
	AST0002325	230 Motorola 1225 Radio	869FCA3233		
	AST0006233	232 IBM thinkpad 2883	99-P9020		
	AST0002298	253 Motorola 1225 Radio	869FCA3275		
	AST0002296	254 Motorola 1225 Radio	869FAA0072		
	AST0002396	258 Motorola 1225 Radio	869FCA3230		
	5158	261 Sony MVC-CD500 Digital Camera	398411		
	AST0006250	269 Hotpoint Refrigerator	UNK		
	4888	274 Compaq V500 Monitor	933BF26RJ648		
	AST0006256	275 Dell Monitor	MX-06204T-47605-OA9-B5SY		
	5955	276 Dell Monitor	MX-04D025-47608-23C-DEYW		
	6206	277 Gem Monitor	GH2M03F803000383		
	AST0006264	284 Compaq Computer CPU	035BA64WS150		
	AST0006268	289 Radio Aircraft King KR87 TSO	35493		
Police-Extra Items not on munis Total					
Grand Total					\$ 129,359.67

3/1/2016
CITY OF TUPELO DEPARTMENTAL
SPRING AUCTION LIST

Comment 1 Surplus for Auction

Sum of ACQ COST

Location	ASSET	DESCRIPTION	TAG #	SERIAL/PARCEL	DEPARTMENT	DATE ACQ	Total
Park & Rec	G03381	FORD F250	10750	1FTEF2767VNC16495	076	12/27/1996	\$ 14,946.00
	G05056	1999 DODGE P/U	10746	1B7GL22X8XS204815	076	2/15/1999	\$ 15,543.00
		93-GMC BLAZER		1GKCS18W8PO511007	076		
Park & Rec Total							\$ 30,489.00
Police	1115	CAR - 2005 CROWN VICTORIA	10571	2FAHP71W05X136945	041	3/14/2005	\$ 24,535.19
	2073	CAR, 2007 CROWN VIC, WHITE #073	12813	2FAPP71W97X149011	041	6/1/2007	\$ 20,990.68
	G05576	2000 CROWN VIC	10545	2FAPP71W2YX134416 #28	020	12/20/1999	\$ 22,437.19
	G05577	2000 CROWN VIC	10546	2FAPP71W4YX134417	041	12/20/1999	\$ 22,437.19
	G06002	CAR, 2001 CHEV IMPALA	10554	2G1WF55K419212755	041	12/18/2000	\$ 21,543.26
	G06264	TRUCK, FORD 2001 F-150	10587	1FTRX17WX1N889957	041	10/1/2001	\$ 20,948.60
Police Total							\$ 132,892.11
Public Work	G01502	93 FORD F250 WHITE	10636	1FTHF25M3PNA38148	061	11/25/1992	\$ 14,559.03
	G02405	95 F150 FORD P/U	10630	1FTEF15N1SLB63420	061	3/23/1995	\$ 13,272.38
	G03173	97 4900 IHC TRUCK	10660	1HTSHAAR7VH479596	061	2/5/1997	\$ 74,236.58
	G06358	VACUUM HEAT APP SIGN	13497	HVA373460102	061	2/13/2002	\$ 13,500.00
Public Work Total							\$ 115,567.99
COLISEUM	G02162	91 CATERPILLAR LIFT TRUC	13588	5GB7318/T35D	150	1/20/1994	\$ 7,650.00
COLISEUM Total							\$ 7,650.00
Grand Total							\$ 286,599.10

7.14



**Resolution Requesting the Mississippi Legislature to
Authorize Additional Funding and Extend the Deadline
for the Mississippi Historic Tax Credit**

WHEREAS, the state of Mississippi has an important architectural legacy dating back to the late 1700s; and

WHEREAS, these well-crafted, beautifully designed historic buildings have an important story to tell about the history of our state; and

WHEREAS in 2006 the Mississippi Legislature enacted a 25% state historic tax credit intended to promote private investment in historic properties with the goal of stimulating job growth, increasing the tax base and revitalizing communities; and

WHEREAS in addition to bringing new life to buildings in Mississippi's downtowns, the state tax credit is the only financial incentive available for historic homeowners; and

WHEREAS, as stated in the August 2015 report entitled *The Economic and Fiscal Effects of the Mississippi Historic Preservation Tax Incentives Program, An Overview For Decision-Makers*, authored by the Mississippi State University, John C. Stennis Institute of Government, the state historic tax credit has been used to rehabilitate 252 historic structures; and

WHEREAS, the state historic tax credit has stimulated a total of approximately \$299 million dollars in local, qualified, non-acquisition related historic rehabilitation construction expenditures between 2007 and 2015; and

WHEREAS, these construction related expenditures have generated approximately 5,573 full-time equivalent jobs, with an income to workers of \$148,478,800, thereby leveraging approximately \$2.48 of labor income for every dollar the state of Mississippi has invested in the historic tax credits; and

WHEREAS, the economic effects of construction spending on historic rehabilitation projects that have been incentivized by the state tax credit have created \$432.5 million in total economic output, thereby leveraging \$5.71 of economic activity; and

WHEREAS, in addition to the economic benefits that have resulted from the state historic tax credit, many historic buildings that would have been lost have now been restored for use by future generations of Mississippians; and

WHEREAS, the \$60,000,000 aggregate cap for the state tax credit has been reached, leaving this popular and effective incentive program without funding; and

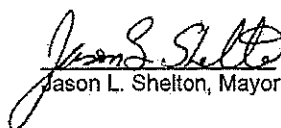
WHEREAS, the current deadline to qualify for the program is December 31, 2017; and

WHEREAS, the state tax credit has been used to rehabilitate at least 12 in downtown Tupelo, including the R.C. Clark home on Church Street and Lawyers Row on North Broadway, which are all now used for offices; and

WHEREAS, the Mississippi Legislature is considering legislation, namely House Bill 352 and Senate Bill 2065, during the 2016 legislative session that would increase the aggregate cap to \$100,000,000, which is an increase of \$40,000,000, and extend the qualifying deadline to December 31, 2031.

NOW, THEREFORE, be it resolved that the City of Tupelo respectfully requests the Mississippi Legislature to enact legislation that would increase funding and extend the qualifying deadline for the Mississippi Historic Tax Credit.

This signed the 26th day of February in the year of 2016.


Jason L. Shelton, Mayor